

## Master Service Agreement

### LEGAL

Please direct all legal correspondence to the following:

Server Intellect  
C/O: Legal Department  
189 S. Orange Avenue, Suite 1410  
Orlando, FL 32801  
legal@serverintellect.com  
(800) 317-8552 Phone  
(407) 386-3472 Fax

This Master Service Agreement shall constitute a binding contractual agreement between Client Intellect, Inc. DBA Server Intellect, hereinafter ("Server Intellect"), and the subscriber of services ("Customer"). The Master Service Agreement shall include the Terms of Service (TOS), the Acceptable Use Policy (AUP), the Service Level Agreement (SLA) and the Privacy Policy (PP). Customer agrees to be bound to all agreements found herein.

The TOS, AUP, SLA, and PP are subject to changes with thirty (30) days notice to the Customer. Changes requested by Customer to any of these agreements or to the Master Service Agreement must be agreed to in writing by Server Intellect.

### COMPANY INFORMATION

Company Name Server Intellect  
Address 189 S Orange Ave, Ste 1410  
City, State, Zip Orlando, FL 32801  
Country USA  
Phone (800) 317-8552  
Fax (407) 386-3472  
Email legal@serverintellect.com

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Country \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

# Terms of Service

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## GENERAL PROVISIONS

Thank you for choosing Server Intellect.com! Use of any Server Intellect Service constitutes acceptance and agreement to Server Intellect's Acceptable Use Policy as well as Server Intellect TOS (Terms of Service). Server Intellect (Server Intellect.com) provides Service on an "AS IS" basis, and without warranty of any kind, whether express or implied, including, but without limitation, any implied warranty of merchantability, or fitness for a particular purpose.

User acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of Server Intellect and that damages resulting from any interruption of service are difficult to ascertain. Therefore, customer agrees that Server Intellect shall not be liable for any damages arising from such causes.

Server Intellect is not responsible for any damages your business may suffer. Server Intellect does not make implied or written warranties for any of our services. Server Intellect denies any warranty of merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Server Intellect.

Server Intellect has the right to change prices, or add or delete product features of any existing product or service. All orders are subject to acceptance by Server Intellect. Server Intellect has the right to discontinue products or services at any time. Server Intellect reserves the right to amend its policies at any time. Part of this policy was written under the framework of our parent provider's required TOS.

- 1. Term** - Customer agrees to a month to month contract term for services unless otherwise agreed to in writing. The month to month contract for services is automatically renewed each month in perpetuity subject to written cancellation by the Customer.
- 2. Monthly Service Fees** - Fees for service(s) ordered by the Customer shall begin on the date the initial order is accepted by Server Intellect and that date shall serve as the monthly anniversary date for all future billings including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the monthly service cycle and will be billed on the anniversary date of each month.
- 3. Upgrade Fees** - Upgrades ordered on the billing anniversary date will be billed for a full month service and will continue each month on the anniversary date. Upgrades ordered after the normal anniversary billing date will be pro-rated to the next anniversary date and billed as a one time pro-rata charge. Future charges will appear as full monthly fees added to your existing anniversary billing date.
- 4. Additional Service Fees** - Additional services ordered on the billing anniversary date will be billed for the full month service and will continue each month on the anniversary date. Additional services ordered after the normal anniversary billing date will be pro-rated to the next anniversary date and billed as a one time pro-rata charge. Future charges will appear as full monthly fees added to your existing anniversary billing date.
- 5. One Time Fees** - One time fees, such as setup fees, administrative fees, bandwidth overages and late fees are due and payable at the time they are incurred, and agreed upon in writing or via ticket with approval.
- 6. Service Credits** - Service credits will be issued to your Customer account and shall be used to offset future billable services. Service credits shall not be issued as cash back to the Customer nor are service credits transferable to other account holders.

# Terms of Service

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**7. Cancellation** - If for any reason you would like to cancel your service, please login to the Unity Control Panel at <https://unity.serverintellect.com> and click on the Cancel Request link on the left hand side of the screen. Account cancellations are effective at the end of your current billing period. You must put in your cancel request 14 days before your next billing date. Failure to supply the advanced notice of cancellation will result in a full billable monthly cycle prior to cancellation. All customer data remaining after the cancellation date will be destroyed for security and privacy reasons.

**8. 100% Money Back Guarantee** - In the event that you are not completely satisfied with our services, Server Intellect offers you a 100% 30-day Money Back Guarantee for our Public Cloud Hosting Solutions only. If for any reason you decide to discontinue your web hosting services during the first 30 days of service, you will receive a full refund upon written request. Private Cloud accounts and dedicated servers do not qualify for the money back guarantee.

**9. Refunds & Disputes** - All services rendered by Server Intellect are non-refundable unless processed through our 30 day money back guarantee for cloud hosted services accounts. Cloud server accounts and dedicated servers do not qualify for the money back guarantee only. Customers seeking to resolve billing errors are instructed to open a billing ticket at <https://unity.serverintellect.com>. Customer agrees not to chargeback any credit card payments for services rendered. A chargeback of payment for services rendered will result in an additional charge of \$150 and will be subject to collection by an authorized collection agency.

**10. Non-Payment** - All payments are due in full on the monthly anniversary date. Failure to remit payment for services on the monthly anniversary date is a violation of the TOS. Failure to remit payment for five (5) consecutive days, following the anniversary date, shall result in a termination of public access to Customer services. Failure to remit payment for services within seven (7) consecutive days, following the anniversary date, shall result in termination of access to the service network and all services shall be reclaimed. A late fee of \$25 will be incurred for failure to remit payment for services on or before the monthly anniversary date. A \$25 reconnect fee will be incurred for failure to remit payment for services after public access has been disconnected. All Customer data remaining after seven (7) days of non-payment will be destroyed for security and privacy reasons.

**11. SPAM and Unsolicited Commercial Email (UCE)** - Server Intellect takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over the network. Very simply this means that customers of Server Intellect may not use or permit others to use the network to transact in UCE. Customers of Server Intellect may not host, or permit hosting of, sites or information that is advertised by UCE from other networks.

Violation of Server Intellect's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Server Intellect will initiate an immediate investigation (within 48 hours of notification). During the investigation, Server Intellect may restrict Customer access to the network to prevent further violations. If a Customer is found to be in violation of our SPAM policy, Server Intellect may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Server Intellect reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Server Intellect will notify law enforcement officials if the violation is believed to be a criminal offense. If Customer is found to be in violation of our SPAM policy, Customer shall not be entitled to a refund of any fees paid in advance prior to such violation.

# Terms of Service

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**12. Bandwidth and Disk Usage** - Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month ordered by Customer (the "Agreed Usage"). Server Intellect will monitor Customer's bandwidth and disk usage and will notify Customer if its usage will likely exceed the Agreed Usage. Server Intellect shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in Server Intellect's sole and absolute discretion. Server Intellect may, at its sole discretion, restrict, suspend or terminate Customer's account. Customer shall not be entitled to a refund of any fees paid in advance prior to such action. Bandwidth overage is billed at \$1.00 per GB.

**13. System and Network Security** - Users are prohibited from violating or attempting to violate the security of the Server Intellect Network. Violations of system or network security may result in civil or criminal liability. Server Intellect will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

These violations include, without limitation: accessing data not intended for such User or logging into a server or account, which such User is not authorized to access. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing". Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Taking any action in order to obtain services to which such User is not entitled. If Customer is found to be in violation of our System and Network Security policy, Server Intellect may, at its sole discretion, restrict, suspend or terminate Customer's account. Customer shall not be entitled to a refund of any fees paid in advance prior to such action.

**14. Suspension of Service** - Server Intellect reserves the right to terminate or suspend network member access to any customer if in the judgment of the Server Intellect network administrators that the customer's website is the source or target of a network attack or is found to be in violation of any of the other terms of the AUP or TOS or for any other reason which Server Intellect chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The Customer will not be credited for the time the Customer's account was suspended. If Customer is found to be in violation of any Server Intellect policy, Server Intellect may, at its sole discretion, restrict, suspend or terminate Customer's account. Customer shall not be entitled to a refund of any fees paid in advance prior to such action. Abusive behavior of any sort will not be tolerated and will be grounds for termination. Server Intellect has the right to deny an order or service renewal for any reason Server Intellect chooses.

**15. Data** – Server Intellect agrees to use best efforts and commercially reasonable best practices when deploying services related to data integrity, backup, security, and retention. These services include, but are not limited to: hard drive storage, raid hard drive arrays, network attached storage, storage area networks, operating system installs, operating system reloads, customer portal information, and other situations involving customer data. Customer assumes ultimate responsibility for data integrity, retention, security, backup, and ownership.

**16. Data Restore** - All customer Web Files and Microsoft SQL Server Database Files are backed up on a nightly basis and are stored for 7 full days. We can restore any Web File or Database File upon request for a \$25.00 restoration fee.

# Terms of Service

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**17. Chargebacks and Fraudulent Transactions** - All chargebacks are thoroughly investigated and may add you to a blacklist with our processor which will complicate future online purchases. Denying a purchase that you have made is illegal and will result in an investigation which can lead to heavy fines or other legal action toward you. Your credit rating can be affected by false claims of fraud. If you have any questions or concerns, please contact us to clarify the matter.

**18. Identity Use** - Customer agrees to use Server Intellect logo, Server Intellect information, and related services in accordance to the approved marketing guidelines. Server Intellect agrees not to use Customer name, logos, or information without prior written consent of Customer.

**19. Laws** - Customer agrees to abide by all local, state, and federal laws pursuant to services delivered in Orlando, Florida, United States of America. Proper venue for legal remedies shall be Orange County, Orlando, Florida. All contract terms found herein shall be governed by Florida State Law or the Uniform Commercial Code whichever may be applicable.

**20. Mutual Indemnification** - Each party agrees to indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, attorneys, 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 indemnifying party's actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.

**21. Limitation of Liability** - Except as described in the SLA, Server Intellect shall not be liable to Customer for harm caused by or related to Customer's services or inability to utilize the services unless caused by gross negligence or willful misconduct. Neither Party shall be liable to the other for lost profits, direct or indirect, special or incidental, consequential or punitive, or damages of any kind whether or not they were known or should have been known. Notwithstanding anything else in this Agreement, the maximum aggregate liability of Server Intellect and any of its employees, agents or affiliates, under any theory of law shall not exceed a payment of money not to exceed the amount paid by the customer for hosting services for the 6 months prior to the occurrence of the event(s) giving rise to the claim.

**22. Arbitration** - Any controversy or claim arising from service or related to this contract or breach therein in excess of \$500.00 shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The resulting judgment rendered by a licensed arbitrator shall be final and binding on the parties and may be entered in any court having valid jurisdiction.

**23. Electronic Signature** - Acceptance of the Master Service Agreement incorporating the Terms of Service, Acceptable Use Policy, Service Level Agreement and Privacy Agreement hereby initiates billable services and is deemed complete by agreement to the terms as described on the online signup form(s) and completion of the ordering process.

# Service Level Agreement

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The Service Level Agreement (SLA) is incorporated into the Master Service Agreement and applicable to all services delivered directly to Customers of Server Intellect. The SLA is not applicable to unrelated third parties or third parties lacking privity of contract with Server Intellect. The uptime guarantees and the resulting SLA credits are applied in monthly terms unless specified otherwise. To ensure that Server Intellect is providing optimal services to its Customers, Server Intellect is required to perform scheduled maintenance, from time to time, on the network, customer portal, and hardware. Any downtime resulting from any such scheduled maintenance does not qualify for SLA credit(s). All SLA guarantees and information listed below are made in good faith and are subject to standard contract remedies.

## SLA CREDIT CLAIM

To properly claim an SLA credit due, a customer user must open a Sales ticket by sending an email to Sales within seven days of the purported outage. Customer must include service type, IP Address, contact information, and full description of the service interruption including logs if applicable. The SLA claim will be researched by the appropriate department manager and any credit issued will be issued to accounting and the ticket will be updated. SLA credits are issued as service credits on future billing cycles. SLA credits shall not be bartered or traded with other Server Intellect customers. Please allow up to seven (7) days for the process of SLA claims.

## SLA CLAIM FAULT

Customers currently in arrears for monthly services do not qualify for SLA claims. Customers making false or repetitive claims will incur a one time charge of \$50 per incident for such claims. False or repetitive claims are also a violation of the Terms of Service and may be subject to service suspension. Customers participating in malicious or aggressive internet activities thereby causing attacks or counterattacks, do not qualify for SLA claims and shall be in violation of the Acceptable Use Policy.

## PUBLIC NETWORK

Server Intellect guarantees 99.9% uptime on all public network services to Customers located in our partner datacenters. All public network services include redundant carrier grade internet backbone connections, advanced intrusion detection systems, denial of service mitigation, traffic analysis, and detailed bandwidth graphs. Specific guarantees with SLA information are listed in the table below.

## PRIVATE NETWORK

Server Intellect guarantees 99.9% uptime on the private network services to Customers located in partner datacenters. All private network services include access to the secure VPN connection, unlimited bandwidth between servers, unlimited uploads/downloads to servers, access to contracted services, traffic analysis, and detailed bandwidth graphs. Specific guarantees with SLA information are listed in the table below.

## REDUNDANT INFRASTRUCTURE

Server Intellect guarantees 99.9% uptime on the power and HVAC services to Customers located in our partner datacenters. All computer equipment and related services are served by redundant UPS power units with backup onsite diesel generators. Specific guarantees with SLA information are listed below.

# Service Level Agreement

## Public Network, Private Network, and Infrastructure SLA

Uptime Guarantee	SLA Credit	Uptime Guarantee	SLA Credit	Uptime Guarantee	SLA Credit
99.9%	Guaranteed	99.5%	20%	99.1%	40%
99.8%	5%	99.4%	25%	99.0%	45%
99.7%	10%	99.3%	30%	Less than 99.0%	50%
99.6%	15%	99.2%	35%		

## HARDWARE

Server Intellect guarantees the replacement of failed hardware and hardware components located within our partner datacenters. Server Intellect guarantees a failed hardware component will be replaced within 4 hours of customer notification in the trouble ticketing system. Replacement of failed hardware does not include time required to reload the operating system or applications. Specific guarantees with SLA information is listed below.

## Hardware SLA

Replacement Guarantee	SLA Credit	Replacement Guarantee	SLA Credit	Replacement Guarantee	SLA Credit
4 hours or less	Guaranteed	8.1 to 12 hours	10%	16.1 to 20 hours	30%
4.1 to 8 hours	5%	12.1 to 16 hours	20%	20.1 hours +	50%

## HARDWARE UPGRADES

Server Intellect guarantees hardware upgrades will commence and complete within four hours of scheduled hardware upgrade maintenance windows. Hardware upgrades must be scheduled and confirmed in advance through the online ticketing system. Failure to install the hardware within the four hour time will result in a waiver of any one time installation fees. Extended hardware installation times from initial upgrade commencement shall result in SLA credits for the recurring fee associated with the hardware upgrade. These time and SLA credits are listed in the table below.

## Hardware Upgrade SLA

Replacement Guarantee	SLA Credit	Replacement Guarantee	SLA Credit	Replacement Guarantee	SLA Credit
4 hours or less	Guaranteed	8.1 to 12 hours	10%*	16.1 to 20 hours	30%*
4.1 to 8 hours	5%*	12.1 to 16 hours	20%*	20.1 hours +	50%*

\*Includes Setup Waiver

# Acceptable Use Policy

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## GENERAL STATEMENT

Server Intellect's Acceptable Use Policy ("AUP") is provided to give our customers and users a clear understanding of what Server Intellect expects of them while using the service. All users of Server Intellect's Internet services: those who access some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must comply with this AUP and our TOS (Terms of Service). Use of any Server Intellect Service constitutes acceptance and agreement to Server Intellect's AUP as well as Server Intellect TOS (Terms of Service). Part of this policy was written under the framework of our parent provider's required AUP.

Server Intellect is dedicated to the unrestricted free transmission of information via the Internet and its many resources. Our goal is to deliver enterprise quality on-demand IT services to all of our customers while serving as the medium of exchange for transmission of all information. The storage, distribution, and exchange of information (content) is the Internet's single most valuable feature. Server Intellect is dedicated to protecting the source and distribution of information and protecting the rights and privileges of those utilizing it. Server Intellect does not purport to be the content police; our duty in the process of information dissemination is simply to act as conduit between interested parties. Notwithstanding anything found herein, Server Intellect follows all local, state and federal laws pursuant to the services delivered over the internet and directly related to our network and internal systems. The purpose of the acceptable use policy is to inform all Customers of anticipated customer use. Due to the myriad of possibilities in maintaining a network comprised of thousands of servers, this document is intended to act as a guideline to service and not to be all encompassing.

## PUBLIC NETWORK

The primary purpose of the Server Intellect public network is to transmit information (packets) to and from Customer servers and data storage services. Proper use of the public network is to utilize the network in any way so long as you do not violate any local, state, or federal laws or generate harm to the network or interfere with the use of services of other users utilizing the same network. All Customers are granted equal access to the public network. Violation, misuse, or interference of the public network will result in a violation of the AUP and shall result in methods of resolution under the acceptable use policy.

## PRIVATE NETWORK

The primary purpose of the Server Intellect private network is to allow secure private network connectivity to the private backend network directly connecting Customer servers and Server Intellect delivered services. Proper use of the private network is the upload/download of content, server administration, transmission of information between servers, transmission of information between servers and Server Intellect servers, secure private administration of services, data retrieval, console access, and true out of band management of their entire IT environment. The private network can also be utilized for service access during periods of non-payment, copyright infringement, spam abuse, service interruption or other instances requiring server administration. All Customers are granted equal access to the private secure network to securely manage their services. Connectivity to the private network is granted on an unrestricted basis in eight (8) hour increments. Dedicated connections to the private network are available through the sales team. Violation, misuse, or interference of the private network will result in a violation of the AUP and shall result in methods of resolution under the acceptable use policy.

# Acceptable Use Policy

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## SECURITY SERVICES

The primary purpose of the Server Intellect standard security services is to assist the Customer in the protection, management, update, and overall stability of the outsourced IT environment. All Server Intellect services include network intrusion detection systems and denial of service mitigation via technology from 3Com (Tipping Point). These services are free of charge and are intended to mitigate or remove security risks associated with their perspective technologies. Server Intellect also monitors all aggregate network traffic via Arbor networks and router netflow statistics for traffic analysis. Server Intellect also supplies Microsoft update servers located on the private network for private secure update services. These services are included free of charge and are intended to assist Customers in the OS management of their servers. Other security services offered for a fee are covered via the terms of the individual services. These services include, but are not limited to: firewalls, host IDS, service monitors and similar type products and services. Outside of the global network security services described above, Customers are required and obligated to maintain security related to Customer managed servers. The management of dedicated servers requires basic security management including password management, port management, OS updates, application updates, security policy settings and more. The Customer is ultimately responsible for individual server security unless contracted security services are purchased. Any violation of the security services included in basic services will be addressed pursuant to the methods of resolution under the acceptable use policy.

## SERVER CONTENT

Server Intellect does not actively monitor dedicated server content for review. Server Intellect believes in the free dissemination of information via our services. Dedicated server content will only be reviewed upon complaint by verified third parties. Content that does not violate local, state and federal law or the acceptable use policy is deemed in compliance and shall remain intact. Legal adult content is allowed on Server Intellect dedicated servers. Content deemed in violation will be addressed pursuant to the methods of resolution under the acceptable use policy.

## IP ADDRESSES

IP Addresses are non-transferable from Server Intellect and Customer retains no ownership or transfer rights to IP Addresses.

## IRC

Server Intellect allows the use of private internet relay chat servers for communication among private parties. Server Intellect absolutely prohibits the use of IRC servers connected to public IRC networks or servers. IRC servers that result in interference of service, malicious network activity or increased demand on network security services are in direct violation of the acceptable use policy. Violation of the IRC policy will result in methods of resolution under the acceptable use policy.

## PEER TO PEER

Server Intellect allows the use of internet peer to peer software for file sharing purposes. Server Intellect highly recommends strict oversight and management of peer to peer software environments due to the propensity to violate copyright law by sharing commercial software or copyright protected material. The sharing of copyright protected software and material is NOT allowed and is in direct violation of federal law and the acceptable use policy. Violation of the Peer to Peer policy will result in methods of resolution under the policy.

# Acceptable Use Policy

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## BIT TORRENT

Server Intellect allows the use of bit torrent protocols on the public network. Server Intellect highly recommends strict oversight and management of Bit Torrent software environments due to the propensity to violate copyright law by sharing commercial software or copyright protected material. The sharing of copyright protected software and material is NOT allowed and is in direct violation of federal law and the acceptable use policy. Violation of the Bit Torrent policy will result in methods of resolution under the policy.

The following list represents per se direct violations of Acceptable Use Policy and will be subject to immediate redress under the methods of resolution as described in the acceptable use policy.

- 1. Copyright Infringement** - Direct copyright infringement as defined and noted under Title 17, Section 512 of the United States Code are a direct violation of the acceptable use policy.
- 2. Unsolicited Email** - The sending or receiving of mass unsolicited email (SPAM) is a direct violation of the acceptable use policy. This includes the direct sending and receiving of such messages, support of such messages via web page, splash page or other related sites, or the advertisement of such services.
- 3. Email Bombing** - The sending, return, bouncing or forwarding of email to specified user(s) in an attempt to interfere with or over flow email services is a direct violation of the acceptable use policy.
- 4. Proxy Email (SPAM)** - The use of dedicated services to proxy email unsolicited users is a direct violation of the acceptable use policy. Proxy email is defined as the use of dedicated services to act in concert with other services located inside and outside the network to achieve mass unsolicited email (SPAM) to unrelated third parties.
- 5. UseNet SPAM** - The use of dedicated services to send, receive, forward, or post UseNet unsolicited email or posts is a direct violation of the acceptable use policy. This includes UseNet services located within the Server Intellect network or unrelated third party networks.
- 6. Illegal Use** - Any use of dedicated services in direct attempt of statutory illegal activities is a direct violation of the acceptable use policy. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing schemes, "ponzi schemes", invasion of privacy, credit card fraud, racketeering, defamation, slander, and other common illegal activities.
- 7. Child Pornography** - Server Intellect has a zero stance policy on child pornography and related sites. The hosting of child pornography or related sites or contact information is in direct violation of federal law and the acceptable use policy.
- 8. Threats & Harassment** - The Server Intellect network can be utilized for any type of individual, organizational or business use. This does not include threats or harassment to individuals, organizations or businesses unless it falls within the bounds of protected free speech under the first amendment. Server Intellect seeks to serve only as the medium of exchange for information and refrains from decisions on freedom of speech.
- 9. Fraudulent Activities** - Server Intellect prohibits utilizing dedicated services or network services for fraudulent activities. Notification of fraudulent activities by verified third parties can result in violation of the acceptable use policy.

# Acceptable Use Policy

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**10. Denial of Service** - Server Intellect absolutely prohibits the use of dedicated services or network services for the origination or control of denial of service attacks or distributed denial of service attacks. Any relation to DOS or DDOS type activity is a direct violation of the acceptable use policy.

**11. Terrorist Websites** - Server Intellect prohibits the use of dedicated services for the hosting of terrorist related websites. This includes sites advocating human violence and hate crimes based upon religion, ethnicity, or country of origin.

**12. Distribution of Malware** - Server Intellect prohibits the storage, distribution, fabrication, or use of malware including virus software, root kits, password crackers, adware, key stroke capture programs and other programs normally used in malicious activity. Programs used in the normal ordinary course of business are deemed acceptable. Example: Security Company hosting at Server Intellect analyzes the latest root kit for new security analysis software.

**13. Phishing** - Server Intellect strictly prohibits any activity associated with Phishing or systems designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.

## DISCLOSURE TO LAW ENFORCEMENT

Occasionally, Server Intellect is required by law to submit customer information to law enforcement officials when presented with a valid subpoena from a court with proper jurisdiction. Information requested is disclosed as directed pursuant to the subpoena. Server Intellect utilizes great care in keeping customer information safe and private and will only release information described in the subpoena. Server Intellect will notify Customer of the information request as allowed by the subpoena.

## REPORTING VIOLATION OF THE ACCEPTABLE USE POLICY

Server Intellect accepts reports of alleged violations of the acceptable use policy via email sent to [abuse@serverintellect.com](mailto:abuse@serverintellect.com). Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. Server Intellect owes no duty to third parties reporting alleged violations due to lack of privity in contract law. Server Intellect will review all verified third party reports and will take appropriate actions as described within the acceptable use policies.

## METHODS OF RESOLUTION FOR VIOLATIONS UNDER THE ACCEPTABLE USE POLICY

The ultimate goal of Server Intellect is to balance the rights and interest of our customers in the highly evolving internet world. Server Intellect understands the challenges of hosting companies, resellers, businesses, organizations and other customers who may have third party violations occur due to the nature of their business. The goal to our methods of resolution is to mitigate any service interruptions while resolving any potential violations under the policy. Our sales, support and abuse staff are dedicated to working with you in resolving potential violations and are available via phone or email. The methods of resolution below form the framework for a resolving all potential violations. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors. Overall, Server Intellect is dedicated to working with the Customer in resolving all potential violations prior to any service interruptions.

# Acceptable Use Policy

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## METHODS OF RESOLUTION FOR VIOLATIONS UNDER THE ACCEPTABLE USE POLICY

- Step 1: First alleged violation of AUP: a support ticket with email notification will be generated with information regarding the potential violation of the acceptable use policy. This is often a fact finding email requiring further information or notifying Customer of the potential violation and the required actions to resolve the issue.
- Step 2: Acknowledgement of violation of AUP: a support ticket with email notification with information specific to the violation. This ticket will also include any additional facts about the situation and will notify customer of the action required to resolve the violation.
- Step 3: Violation of AUP disregarded, not properly addressed, or continuing violation: if a ticket has been disregarded, not properly addressed, or resolved by the customer for a specified period of time, Server Intellect engineers will turn the public network port to the specified dedicated services off. Access to the dedicated services is achieved through the secure private service network for Customer resolution. As soon as the violation is addressed, the public access is restored and service continues as normal.
- Step 4: Failure to address violation and remove violation: if customer fails to address the violation AND resolve the violation, a suspension of services will occur. This is a last resort for Server Intellect and requires a complete failure in the resolution process on behalf of the Customer. A permanent suspension of services includes reclamation of all dedicated services and data destroyed at the end of the current billing cycle.

**Disclaimer** - Server Intellect retains the right, at its sole discretion, to refuse new service to any individual, group, or business. Server Intellect also retains the right to discontinue service with notice for repeated violation of the acceptable use policy over time.

# Privacy Policy

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## ACKNOWLEDGEMENT & ACCEPTANCE OF TERMS

Server Intellect is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website. By accessing Server Intellect/ [www.serverintellect.com](http://www.serverintellect.com), you acknowledge and fully understand Server Intellect's Privacy Statement and freely consent to the information collection and use practices described in this Website Privacy Statement.

## PARTICIPATING MERCHANT POLICIES

Related services and offerings with links from this website, including vendor sites, have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Online merchants and others who participate in Server Intellect services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since we do not have direct control over the policies or practices of participating merchants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend and encourage that you always review the privacy policies of merchants and other third parties before you provide any personal information or complete any transaction with such parties.

## INFORMATION WE COLLECT & HOW WE USE IT

Server Intellect collects certain information from and about its users three ways: directly from our Web Server logs, the user, and with Cookies.

## WEB SERVER LOGS

When you visit our Website, we may track information to administer the site and analyze its usage. Examples of information we may track include:

- Your Internet protocol address.
- The kind of browser or computer you use.
- Number of links you click within the site.
- State or country from which you accessed the site.
- Date and time of your visit.
- Name of your Internet service provider.
- Web page you linked to our site from.
- Pages you viewed on the site.

## USE OF COOKIES

Server Intellect may use cookies to personalize or enhance your user experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web Server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, a cookie helps the site to recall your specific information on subsequent visits. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving your preferences and login information as well as providing personalized functionality.

# Privacy Policy

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Server Intellect reserves the right to share aggregated site statistics with partner companies, but does not allow other companies to place cookies on our website unless there is a temporary, overriding customer value (such as merging into Server Intellect.com a site that relies on third-party cookies).

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings then be aware that this may disable some of the functionality on our Website.

## PERSONAL INFORMATION USERS

Visitors to our website can register to purchase services. When you register, we will request some personal information such as name, address, email, telephone number or facsimile number, account number and other relevant information. If you are purchasing a service, we will request financial information. Any financial information we collect is used only to bill you for the services you purchased. If you purchase by credit card, this information may be forwarded to your credit card provider. For other types of registrations, we will ask for the relevant information. You may also be asked to disclose personal information to us so that we can provide assistance and information to you. For example, such data may be warranted in order to provide online technical support and troubleshooting.

We will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

- To fulfill your service requests for services.
- To protect ourselves from liability,
- To respond to legal process or comply with law, or
- In connection with a merger, acquisition, or liquidation of the company.

## USE OF WEB BEACONS OR GIF FILES

Server Intellect / [www.serverintellect.com](http://www.serverintellect.com) Web pages may contain electronic images known as Web beacons – sometimes also called single-pixel gifs – that allow Server Intellect to count users who have visited those pages and to deliver co-branded services. Server Intellect may include Web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.

Some of these Web beacons may be placed by third party service providers to help determine the effectiveness of our advertising campaigns or email communications. These Web beacons may be used by these service providers to place a persistent cookie on your computer. This allows the service provider to recognize your computer each time you visit certain pages or emails and compile anonymous information in relation to those page views, which in turn enables us and our service providers to learn which advertisements and emails bring you to our website and how you use the site. Server Intellect prohibits Web beacons from being used to collect or access your personal information.

## ACCESSING WEB ACCOUNT INFORMATION

We will provide you with the means to ensure that personally identifiable information in your web account file is correct and current. You may review this information by contacting us by sending an email to [sales@serverintellect.com](mailto:sales@serverintellect.com) or contacting us via phone at (321) 332-6825.

# Privacy Policy

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## CHANGES TO THIS STATEMENT

Server Intellect has the discretion to occasionally update this privacy statement. When we do, we will also revise the “updated” date at the top of this Privacy page. We encourage you to periodically review this privacy statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this privacy statement and any updates.