

Terms of Service

Terms and Conditions

This policy represents the Genetech Terms of Service ("TOS") in its entirety and supersedes any other written or oral policy. This policy defines the terms of service all Genetech customers agree to when they sign-up for any of the Genetech web site hosting services. Genetech reserves the exclusive right to change, amend or revise any portion of this TOS policy at any time, with or without written notice to our customers.

Customers using any services offered by Genetech agree to be obligated by and must comply with all policies in this TOS or must otherwise opt out of and cancel their web hosting service with Genetech. Genetech retains the sole discretion to make judgment regarding any violation by any Genetech customer and may take action against any customer deemed to be in violation of these terms including the cancellation of any customer's services without refund and/or, if deemed appropriate, be legally prosecuted.

General Provisions

In consideration for Genetech maintaining one or more accounts (each "Account"), you, as the Genetech customer, agree to the following terms of service.

Definitions

- "We" "Us" or "Provider" or "Genetech." .Genetech.co.
- "You" "Your" "Client" "Customer" or "Member" - Each person or entity who applies for internet service or is a designate of anyone who applies for internet service.

Disclaimer of Warranty

The Internet and web site hosting relies on a complex network of hardware, software, network services and providers of information. Due to the need for an aggregate of all of these providers and service companies working properly not all services may be available to you at all times.

Genetech however, offers a 99% uptime guarantee. This is valid for only the Genetech servers and our primary co-location internet connection. Genetech shall pursue partnerships with all tier-1 resource and channel available to maintain maximum uptime, however, Genetech is not responsible for any down time caused by any provider's hardware or network malfunction which is outside of Genetech capability to directly correct. Genetech clients are diverse and their web sites and the function of those web sites are diverse and Genetech cannot be held responsible for any service interruption due to client's error, including but not limited to spamming, the target of a DDOS attack, or any other internet or cyber attack.

Genetech MAKES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE) WITH RESPECT TO THE SERVICES IT PROVIDES. Neither Genetech nor any one else involved in the provision of Service is liable to you or any third-party for direct or indirect damages resulting from the use, non-use of services provided herein, whether or not such damages resulted from the negligence of Genetech, even if Genetech has been advised to the possibility of such damages.

Limitation of Liability

IN NO EVENT SHALL GENETECH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF WEBSITE CONTENTS, EMAIL DATA AND OR DATABASE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE GENETECH. SERVICES (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF GENETECH. SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF GENETECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GENETECH. MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO GENETECH FOR THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. TO THE EXTENT APPLICABLE LOCAL LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, GENETECH. LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW

Indemnification

You agree to indemnify, defend and hold Genetech and its affiliates, directors, officers, employees and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, dispute or demand related to your use of the Services, your violation of any of the provisions of this Agreement or from your placement or transmission of any materials or content onto Genetech. servers. Such liabilities may include, but are not limited to, those arising from the following: (a) with respect to your business, (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the acceptable uses described herein or anti-spam policy; (b) any damage or destruction to Genetech. equipment or to any other account holder, which damage is caused by or otherwise results from acts or omissions by you, your representative(s) or your designees; (c) any personal injury or property damage arising out of your activities related to the Services, unless such injury or property damage is caused solely by Genetech. gross negligence or willful misconduct; and (d) any other damage arising from your equipment or your business.

Services Provided by Genetech

Genetech will provide Internet server rental ("the Service") to its members for the express purpose of allowing customers to provide http Internet content to the general public. The Service allows Genetech members to maintain Internet websites, receive and maintain e-mail accounts and access web space via FTP to upload files for their websites. Genetech members will use the provided services in a manner consistent with any and all applicable laws. Genetech provides the Services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such Services. Genetech reserves the right to refuse service to potential and/or existing customers to protect its existing paying customers. If any of the below violates are committed, Genetech can terminate client's account without notification.

Genetech.co and GreenResellerWebHosting.com provides timely web site hosting support to our clients through emails, chat and phones. By accepting your client contract agreement with Genetech.co and GreenResellerWebHosting.com You agree not to abuse whether verbally or physically or whether in

person, via email, live chat or telephone or otherwise (a) any other customer of Genetech.co and GreenResellerWebHosting.com and any employee or contractor of genetech.co and GreenResellerWebHosting.com.

- **Client Content:**

Client agrees that web pages and files uploaded to servers will not violate any state, national or foreign laws or regulations; infringe on any intellectual property rights of Genetech or any third party; be defamatory, slanderous or trade libellous; be threatening or harassing; be discriminatory based on gender, race, age; promote hate; or contain viruses or other computer programming defects which result in damage to Genetech or any third party. Customers may not run IRC, bots or clients. Clients may not use Genetech servers for file storage unrelated to the client's web site, storage Space is for active web site file pages only. Genetech' shared hosting account holders may not act as a reseller, which means that clients may not host any web sites in their addon domains that are not domains owned by the client on record at Genetech. You will need to opt-in for our managed hosting service. Unacceptable uses also include: Bulk unsolicited emailing, unsolicited e-mailings, newsgroup spamming, child pornography, hardcore pornography or links to such sites, copyrighted MP3, copyrighted music, copyrighted video, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, proxy(ies) and image/file sharing web sites. Genetech will be the sole and final arbiter as to what constitutes a violation of this policy. Genetech does not normally monitor the contents of clients servers, however if suspicion occurs, Genetech reserves the right to investigate and terminate the clients subscription to the service.

- **Unlimited Features:**

What do you mean by "unlimited disk space and bandwidth/data transfer"

We do not set limits on the disk space and bandwidth (data transfer) that we provide in plans that are marked "Unlimited". We want you to have the resources available to you to build a great online presence.

Even though we want you to succeed, we need to ensure that we're providing all of our customers with optimum service. As such we do require all of our customers to be fully compliant with our Excessive Resource User Policy/Terms of Service and utilize disk space and bandwidth related to normal operation of a personal or small business web site.

If a customer's hosting account is found to have violated the client content, excessive resource user policy and/or is storing files for archiving purposes, the contents will be removed and while we make best effort to contact customers before hand, can occur without notice.

- **Excessive Resource User Policy:**

Resources are defined as bandwidth, memory and/or processor utilization. Genetech offers a shared web hosting service in which environment customers may share resources with other customers, therefore it is imperative that Genetech control any excessive usage by customers so that they do not disrupt the service quality of other customers using the same resources. A website is considered using "Excessive amounts of resources" when it monopolies the resources available using 8% or more of system resources for longer than 60 seconds. There are numerous issues that could cause such problems, including but not limited to: cgi scripts, FTP, HTTP, etc. Any site that consumes over the account limit of bandwidth is also considered an "excessive resource" user. In the event of excessive resource usage Genetech may act in the following manner: if the excessive usage may cause a disruption of service to any other customer,

Genetech may suspend that customer's account prior to notify that customer, Genetech may also contact the .excessive usage. customer prior to taking any action if Genetech feels that the excessive usage will not interfere with the service of any other customer. Client suspensions prior to notification by Genetech is rare and is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. The client whom is using "excessive resources" may be asked to upgrade his/her package to one of our dedicated server packages to reduce their excessive usage utilization in the future. Genetech will be the sole and final arbiter as to what constitutes a violation of this policy.

- **No "Spam":**

UCE/UBE or "Spam" originating from a server located on our network or associated with a Genetech server is not tolerated. This includes any e-mail that promotes web sites hosted on a server located on the Genetech network but is sent from an e-mail address not associated with that Genetech account. Client shall not use their Genetech services for chain letters, junk mail, bulk-email, or any use of distribution lists to any person who has not given specific permission to be included in such a process. Genetech reserves the right to deactivate or terminate any account(s) upon any indication of such activity without notice.

- **Excessive Exploits**

Genetech allows 3rd party scripts to be uploaded/installed from our auto-installer or manually (those scripts that are/aren't included in the auto-installer) on your web hosting account. It is the responsibility of our web hosting clients to maintain the latest exploit free version of the scripts. If a script that our web hosting clients uploads to our servers is found to have security lapses and allows a third party to "hack", "exploit", "deface" their site(s) it is the responsibility of our clients to either remove that script or genetech.co and GreenResellerWebHosting.com reserves the right to terminate that clients' account and provide them with a prorated refund.

- **False Information:**

Customer agrees not to post false or inaccurate information to news groups in violation of the news groups rules and regulations. If any news groups or service provider contact Genetech concerning unethical, false or unlawful activities by you, Genetech reserve the right to suspend or terminate your service with or without notice.

- **Licensed Software Only:**

Client agrees to use only properly licensed third party software in connection with Client's use of the Services.

- **Back-Up Files:**

Genetech provides the tools needed to create back ups of account data. Genetech (through its hosting provider) also backs up its servers and retains a copy for 24 hours for disaster recovery purposes only. It is the responsibility of the customer to keep up-to-date archives of their backed up data. Genetech does not provide or keep records or copies of our clients web site files for customer use and is not responsible for any loss of data.

Payment, Renewal, Cancellations

- **Payment Obligations:**

Full payment is required in advance before hosting service is established. Genetech sends out invoices that are due every pay period. You are given fifteen (15) days to fully pay the invoice.

You warrant and represent that the information you supply in the Order Form (or other information that Genetech may require) is accurate and truthful. All payment-due notices will be

sent by e-mail. No bills or invoices will be sent by postal mail or fax. If payment was not received by the due-date, your account will be suspended. It is the client's responsibility to ensure that payment is made to Genetech prior to the renewal date and although Genetech sends renewal notices to our customers prior to their renewal date, because of the ability for a customer to change their contact email addresses without notifying Genetech, the customer is ultimately responsible for remembering their renewal date and to make sure payment is made upon the renewal.

- **Renewals:**

It is the obligation of the Genetech customer to know when their account comes up for renewal and if their intention is to non renew their account they must send hosting cancellation request to Genetech, 5 business days prior to their account's renewal date to ensure that Genetech billing department receives the cancellation request well in advance of the renewal date so that they can stop any renewal charges. Genetech clients receive email notification 15 days prior to the renewal date of their account informing them that their renewal date is approaching. It is the customer's responsibility to ensure that Genetech has a valid email address for which we can send out renewal notices to our clients. If Genetech does not receive a cancellation request prior to the customer's renewal we will renew the clients' account on the renewal date and we will apply the appropriate charges. Accounts will be automatically renewed under the same time and fee structure as the plan that the client signed up for (unless plan changes were made or upgraded between the time when the client signed up & their renewal date).

In addition refunds are not available for additional services which you may purchase at Genetech for instance an additional domain name we may purchase for a client is not refundable and a dedicated IP which we may setup for a client for a charge is not refundable.

Web site files are the responsibility of the Genetech customer and should a Genetech customer decide to cancel their service it is the customer's responsibility to make sure that they have backed up & downloaded the web site files and any emails from the Genetech server prior to requesting that Genetech cancels their account. Once the cancelation request has been submitted to Genetech a cancellation of the web site hosting service may occur anytime after the request is received by Genetech and when a cancellation request is completed the client's hosting account with Genetech and their web site files are permanently removed from the Genetech servers. Therefore again it is the client's obligation to ensure that they have downloaded their web site files and any emails from the server prior to their cancelation request.

99% Service Level Agreement " SLA "

Genetech offers its clients a 99% network uptime guarantee for customer satisfaction purposes and also to ensure that your business is running problem free. Genetech will try to maintain maximum uptime. Genetech is not responsible for any downtime caused by the client.