

Terms of Service

All users of Tekro, LLC's services, and all customers upon signing up for Tekro, LLC's services, agree to comply with Tekro, LLC's Terms of Service ("TOS"). The spirit of the TOS is to ensure customers are using Tekro, LLC's services with due regard to the rights of other Internet users and in conformity with the requirements of Tekro, LLC's network environment. The TOS are not exhaustive and Tekro, LLC reserves the right to add, delete, or modify any provision of its TOS at any time without notice, effective upon either the posting of the modified TOS to www.tekro.com or notification of the modified TOS. Any complaints about a customer's violation of the TOS should be sent to abuse@tekro.com. The TOS supersedes any other agreement with Tekro, LLC, whether written, oral, by conduct, or otherwise.

- A. Tekro, LLC Shared Hosting & Reseller Customer Restrictions
- B. All Tekro, LLC Customer Terms of Service
- C. Tekro, LLC Customer Billing Policy

A. Tekro, LLC Hosting Customer Restrictions

Server Resources

Hosting accounts may not utilize 20% or more of system resources for longer than 90 seconds.

Users may not run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed. IRC is not allowed on hosting accounts and can not run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD. Hosting accounts are not permitted to run any software that interfaces with an IRC (Internet Relay Chat) network. Shared and reseller accounts must not utilize more than an overall 10% CPU or Memory in any given day. If your site uses more than you will be required to move to a dedicated server.

Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to Tekro, LLC's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a Web site hosted on a Tekro, LLC server, and selling or distributing software (on a Web site residing on a Tekro, LLC server) that facilitates spamming. Violators will be assessed a minimum fine of \$200 and will face immediate suspension. Tekro, LLC reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

CGI Scripts

Any scripts that pose a potential security risk or are deemed to be adversely affecting server performance or network integrity will be shut down or will be automatically removed without prior notice. Tekro, LLC does not permit CGI script sharing with domains not hosted by Tekro, LLC or any scripts that may be abused for UCE purposes.

Chat Rooms

Tekro, LLC does not allow customers to install their own chat rooms. Chat rooms tend to require significant system resources and therefore cannot be permitted as an account option. However, for a small charge, Tekro, LLC provides Java chat rooms that meet most users' needs and run without hindering system performance.

Background Running Programs and Cron Jobs

Tekro, LLC may allow programs to run in the background. These programs will be considered on an individual basis and Web Hosting and Reseller customers will incur extra charges based on system resources used and operational maintenance needed. If you wish to run background programs please contact Tekro, LLC at service@tekro.com so that we can arrange set-up.

IRC

Tekro, LLC does not allow IRC or IRC bots to be operated.

Multimedia Files

Multimedia files are defined as any graphics, audio, and video files. Tekro, LLC hosting accounts are not to be used for the purposes of distributing and storing unusual amounts of multimedia files. Any Web site whose disk space usage for storing multimedia files exceeds 70% of its total usage, in terms of total size or number of files, will be considered to be using an unusual amount of multimedia files

Databases

Any database stored on Tekro, LLC's web hosting servers will be limited in size to 10% of the total disk space allotted for that particular domain's plan/web hosting account.

End-User Support

Tekro, LLC's support staff will anonymously answer technical support questions. We will only support technical issues having to deal with hosting on Tekro, LLC servers. We do not provide sales support or support for third party scripts, any requests of this nature will not be answered by our technical support staff. We do not guarantee a response time to the end-user. However, average response times is 1-4 hours.

B. All Tekro, LLC Customer Terms of Use

The following Terms of Use apply to ALL Tekro, LLC customers:

Tekro, LLC Services

Tekro, LLC's services include, but are not limited to:

1. any act of preparing, setting up, connecting, maintaining, terminating, or reconnecting customers' account (including all billing data and the space on the particular Web server that Tekro, LLC provides to customers);
2. any use by customers, or any access provided to customers by Tekro, LLC, of computing, telecommunications, software, information, hardware, and equipment;
3. any act, or provision of any service, by Tekro, LLC to customers, related to Web hosting and domain name registrations (including server usage and technical support), regardless of duration and whether paid for or not;
4. any provision by Tekro, LLC to customers, of any space, Internet connectivity, or electrical power;
5. any access or use related to Tekro, LLC's Web site, including the Web site itself;
6. any other service mentioned in the TOS;
7. any other service provided by Tekro, LLC to customers, whether used or not;
8. any other Tekro, LLC services that are used by customers, whether offered or provided by Tekro, LLC to customers.

Ownership of Web Site

The legal owner of customers' Web sites and accounts with Tekro, LLC will be the individual or organization whose name is listed in Tekro, LLC's database as the owner. Customers will fully cooperate with and abide by any and all of Tekro, LLC's security measures and procedures in the event of any dispute over ownership of customers' Web sites and accounts with Tekro, LLC.

Illegal Use

Tekro, LLC servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Additionally, in purchasing Tekro, LLC services, all Tekro, LLC customers certify that they and/or the organization they represent in procuring services from Tekro, LLC are not, nor have been designated, a suspected terrorist as defined in Executive Order 13224; are not owned or controlled by a 'suspected terrorist' as defined in Executive Order 13224; and are not on, are not a member of, related to, associated with, or controlled by any organizations on the list contained in the Annex to Executive Order 13224 and all updates thereto.

Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to Tekro, LLC's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a Web site hosted on a Tekro, LLC server, and selling or distributing software (on a Web site residing on a Tekro, LLC server) that facilitates spamming. Violators will be assessed a minimum fine of US\$200 and will face immediate suspension. Tekro, LLC reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

System and Network Abuse

Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of system or network security violations include, without limitation the following: unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Viruses and Other Destructive Activities

Use of Tekro, LLC's services or equipment for creating or sending Internet viruses, worms or Trojan horses, or for ping, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any

customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use Tekro, LLC's services and equipment (or any connected network, system, service or equipment) or conduct their business over the Internet.

Copyright Violations

The Digital Millennium Copyright Act ("DMCA") sets forth the law regarding the use of copyrighted materials on the Internet. All Tekro, LLC customers are subject to the requirements of the DMCA. Individuals or entities submitting notifications of copyright infringement by a Tekro, LLC customer (per the DMCA) to Tekro, LLC must follow the below procedures. Copyright infringement notifications submitted to Tekro, LLC according to these procedures will be processed within 21 days of receipt. Customers who are the subject of a DMCA notification that meets the below criteria may be subject to account termination at Tekro, LLC's sole discretion.

DMCA Copyright Infringement Notification Requirements

- * Signature of the copyright owner or a person authorized to act on the copyright owner's behalf (the "Claimant").
- * Identification of the copyrighted work(s) claimed to have been infringed.
- * Identification of the material claimed to infringe the copyright(s), and enough information for Tekro, LLC to locate it including URLs and specific descriptions of the infringing material at each URL.
- * The Claimant's name, address, and telephone number(s).
- * A statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or his agent.
- * A statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.
- * Mail the notification to:

Tekro, LLC
P.O. Box 1343
Mentor, Ohio 44061

Adult Content

Pornography and sex-related merchandising are prohibited on Tekro, LLC servers. This includes sites that may infer sexual content or provide links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet, or provide links to such sites.

Child Pornography

The use of Tekro, LLC's services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Tekro, LLC is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, its services.

Privacy

Tekro, LLC is concerned with the privacy of on-line communications and Web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Tekro, LLC urges its customers to assume that all of their on-line communications are insecure. Tekro, LLC cannot take any responsibility for the security of information transmitted over Tekro, LLC's facilities. Additional details on privacy and Tekro, LLC's use of customer information can be found in Tekro, LLC's Privacy Statement located [here](#).

Customer Responsibility

Customers are required to use the Tekro, LLC network responsibly. This includes respecting the other customers of Tekro, LLC. Tekro, LLC reserves the right to suspend and/or cancel service with any customer who uses the Tekro, LLC network in such a way that adversely affects other Tekro, LLC customers. While Tekro, LLC may monitor its service electronically to determine that its facilities are operating satisfactorily, as a general practice, Tekro, LLC does not monitor its customers' communications or activities to determine whether they are in compliance with the TOS. However, when Tekro, LLC becomes aware of any violation of the TOS or other user agreements, Tekro, LLC may take any action to stop or correct such violation, including, but not limited to, denying access to Tekro, LLC's services and equipment or to the Internet. In addition, Tekro, LLC may take action against a customer or a customer of such customer because of the activities of such customer. Tekro, LLC anticipates that customers who offer Internet services will cooperate with Tekro, LLC in any corrective or preventive action that Tekro, LLC deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Tekro, LLC policy and Tekro, LLC reserves the right to take any such

action even though such action may affect other customers of the Tekro, LLC customer.

Actions Taken by Tekro, LLC

The failure by a customer to meet or follow any of the TOS is grounds for account deactivation. Tekro, LLC will be the sole arbiter as to what constitutes a violation of the TOS. Tekro, LLC reserves the right to remove any account without prior notice and to refuse service to anyone at any time. When Tekro, LLC becomes aware of an alleged violation of its TOS, Tekro, LLC will initiate an investigation. During the investigation, Tekro, LLC may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, Tekro, LLC may, at its sole discretion, restrict, suspend, or terminate a customer's Web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, Tekro, LLC will notify the appropriate law enforcement authorities of such violation. An unlisted activity may also be a violation of the TOS if it is illegal, irresponsible, or constitutes disruptive use of the Internet. Tekro, LLC does not issue credits for outages incurred through service disablement resulting from TOS violations. Violators of the policy are responsible, without limitations, for the cost of labor to rectify any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Tekro, LLC.

Indemnification

Tekro, LLC customers agree to protect, defend, hold harmless, and indemnify Tekro, LLC, any third party entity related to Tekro, LLC (including, without limitation, third party vendors), and Tekro, LLC's executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, and co-subsidiaries with the same parent company as Tekro, LLC, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses, arising out of or resulting in any from the customer's use of Tekro, LLC's services.

Disclaimer

The Tekro, LLC service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Tekro, LLC expressly disclaims any representation or warranty that the Tekro, LLC service will be error-free, secure or uninterrupted. No oral advice or written information given by Tekro, LLC, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. Tekro, LLC and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

Termination for Bankruptcy or Insolvency

If a customer becomes insolvent or any bankruptcy petition is filed by the customer, or any third party against the customer, Tekro, LLC may immediately terminate provision of Tekro, LLC's services to the customer without prior notice or penalty. Such customer consents to the grant of relief from any automatic stay of proceedings against Tekro, LLC in such event.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, AND UNDER NO THEORY OF LAW OR EQUITY, WILL TEKRO, LLC (INCLUDING, WITHOUT LIMITATION, TEKRO, LLC'S EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, CO-SUBSIDIARIES WITH THE SAME PARENT COMPANY AS TEKRO, LLC, AFFILIATES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE) OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING TEKRO, LLC'S SERVICES, BE LIABLE FOR THE LOSS OF A DOMAIN NAME, OR ANY BUSINESS OR PERSONAL LOSS, REVENUES DECREASE, EXPENSES INCREASE, COSTS OF SUBSTITUTE PRODUCTS AND/OR TEKRO, LLC SERVICES, OR ANY OTHER LOSS OR DAMAGE WHATSOEVER, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF ANY USE OF, OR ANY INABILITY TO USE, ANY TEKRO, LLC SERVICES EVEN IF TEKRO, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TEKRO, LLC'S TOTAL CUMULATIVE LIABILITY, IF ANY, TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY AND ALL DAMAGES, RELATED TO THE TOS OR TEKRO, LLC'S SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE FROM ANY NEGLIGENCE, ANY ACT OR OMISSION BY TEKRO, LLC OR TEKRO, LLC'S REPRESENTATIVES, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, WILL BE LIMITED TO, AND WILL NOT EXCEED, THE ACTUAL DOLLAR AMOUNT PAID BY THE CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES, LOSSES AND CAUSES OF ACTIONS DURING THE 3-MONTH PERIOD PRIOR TO THE DATE THE DAMAGE OR LOSS OCCURRED OR THE CAUSE OF ACTION AROSE.

Modifications

Tekro, LLC may discontinue, upgrade, replace, modify, or change in any way, without limitation, any software, application, program, data, hardware, equipment, or portions or components thereof, used to provide customers with Tekro, LLC's services. Certain changes to Tekro, LLC's services may affect the operation of customers' personalized applications and content. Each customer is solely responsible, and Tekro, LLC is not liable, for any and all such personalized applications and content, except as expressly agreed to by Tekro, LLC.

Backup of Data

Except where Tekro, LLC has expressly agreed in writing to the contrary, customers are solely and entirely responsible, and Tekro, LLC is in NO way responsible, for the management and backup of all customer data, and all updates, upgrades, and patches to any software that customers use in connection with Tekro, LLC services.

Third Party Licenses

Tekro, LLC makes a reasonable effort to provide customers with technologies, developments, and innovations (collectively "Technologies"), part of which may be licensed, or co-branded, from or by, third party entities. However, Tekro, LLC makes NO warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, validity, or continued existence of any or all aspects of such Technologies. Moreover, Tekro, LLC specifically disclaims all warranties of merchantability and fitness for a particular purpose for such Technologies. Furthermore, no customer will hold Tekro, LLC liable in any way for the revocation of any license, which has been licensed to Tekro, LLC. The use of the Technologies obtained from or through Tekro, LLC, or any other referred third party, whether directly or indirectly, is at the sole risk of customers.

Non-Tekro, LLC Products

Any mention of non-Tekro, LLC products by Tekro, LLC, its employees, or any third party entity related to Tekro, LLC is for information purposes only and does not constitute an endorsement or recommendation by Tekro, LLC. Tekro, LLC disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Tekro, LLC products or services.

Tekro, LLC's Intellectual Property

Customers will not, without Tekro, LLC's express written consent, copy, reproduce, republish, or otherwise use any material, in whole or in part, that is located on Tekro, LLC's Web site, and customers will not use any of Tekro, LLC's trademarks, service marks, copyrighted materials, or other intellectual property without Tekro, LLC's express written consent. Customers will not, in any way, misrepresent their relationship with Tekro, LLC, attempt to pass themselves off as Tekro, LLC, or claim that customers are Tekro, LLC.

Assignment

Customers may not assign or delegate their rights or obligations under the TOS or other agreement for Tekro, LLC's services, either in whole or in part, without the prior written consent of Tekro, LLC.

Minimum Age Requirement

Tekro, LLC customers must be at least 18 years of age. Any individual under the age of 18 years ("Minor") must have a parent or guardian accept the TOS in order for the Minor to become a Tekro, LLC customer. A parent or guardian who accepts the TOS on behalf of a Minor will be primarily liable for ensuring complete and proper compliance with the TOS, including the timely and full payment of the charges for Tekro, LLC services, and such primary liability will continue even when the Minor has attained the age of 18, unless the parent or guardian obtains Tekro, LLC's express written consent to the contrary. Any acceptance of the TOS or any other agreement for Tekro, LLC's services will be deemed null and void to the extent that Tekro, LLC will not be liable in any way as a result of the Minor's age or legal incapacity or the Minor's use of Tekro, LLC's services.

Governing Law and Severability

The TOS, and any other agreement for Tekro, LLC services, will be governed by and construed in accordance with the laws of the State of Ohio, USA without reference to its conflicts of laws principles. Any litigation or arbitration between a customer and Tekro, LLC will take place in Ohio, and the customer will consent to personal jurisdiction and venue in that jurisdiction. If any provision or portion of the TOS or other Tekro, LLC agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the TOS or the agreement will continue in full force and effect.

Force Majeure

Tekro, LLC will not be liable for delays in its performance of the TOS or Tekro, LLC services caused by circumstances beyond Tekro, LLC's reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labor or materials, labor disputes, transportation problems, accidents, embargoes, or governmental restrictions (collectively "Force Majeure"). Tekro, LLC will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, lack of finances will not be considered an event of Force Majeure nor will any event of Force Majeure suspend any obligation of customers for the payment of money due.

Waiver and Amendment

Any waiver, modification, or amendment of any provision of the TOS or other agreement for Tekro, LLC services, initiated by a customer, will be effective only if accepted in writing and signed by an authorized representative of Tekro, LLC.

Independent Contractors

Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal

and agent, partnership or joint venture between Tekro, LLC and its customers. Each of Tekro, LLC and its customers will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

Construction and Interpretation

Wherever in this TOS the masculine, feminine, or neuter gender is used, it will be construed as including all genders, and wherever the singular is used, it will be deemed to include the plural and vice versa, where the context so requires. The division of the TOS into sections/paragraphs, and the insertion of headings/captions, are for convenience of reference only and will not affect the construction or interpretation of the TOS. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the construction or interpretation of the TOS.

Complete Agreement and Exclusivity

The TOS, and/or any other specific agreement for Tekro, LLC services, constitutes the complete understanding and agreement between Tekro, LLC and its customers. Except when expressly agreed to the contrary in signed writing by an authorized representative of Tekro, LLC, the TOS supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This TOS, and/or any other specific agreement for Tekro, LLC services is between Tekro, LLC and its customers only and will not confer any rights in any third party except as otherwise expressly provided by Tekro, LLC.

C. All Tekro, LLC Customer Billing Policy

The following Terms of Use constitute Tekro, LLC's Billing Policy and apply to ALL Tekro, LLC customers:

Payments

All charges are shown in US Dollars. Payments are to be made in US dollars. Tekro, LLC accepts the following types of payment:

- * Check or Money Order
- * Credit Card (VISA, MasterCard, American Express)
- * Bank WireTransfer
- * PayPal

All payments are due on the Account Statement Date. The Account Statement Date is the monthly anniversary of the date the account was activated. If you provide Tekro, LLC your credit card information, you authorize Tekro, LLC to automatically charge your credit or debit card for charges that apply to your account. Recurring charges will be posted to your credit card until such time that you cancel your account in accordance with Tekro, LLC's Billing Policy in the TOS. You are responsible for directly updating, or notifying Tekro, LLC, of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). Accounts that become suspended will incur a reactivation charge of \$9.95 for shared, reseller and virtual private servers. Reactivation fees MUST be paid before account is unsuspended.

Customers not paying by credit card agree to make payment of their balance due within ten (10) days of the Account Statement Date.

Accounts that are thirty (30) days past due will be automatically suspended. All past due and unpaid balances are subject to collection. In the event of collection, you will be liable for costs of collection including attorney's fees, court costs, and collection agency fees.

Billing Cycles (Terms)

Tekro, LLC offers two Billing Cycles (terms) for hosting charges: Monthly and Yearly (12 months). The Billing Cycle begins on the Plan Activation Date.

You may elect to change your Billing Cycle at any time; however, the new Billing Cycle will only take effect at the time of the next plan renewal.

All additional features added to an account are charged monthly. Additional items are non-refundable.

Account Renewals

In order to insure uninterrupted service to your website, all plans will automatically renew at the end of the plan's Billing Cycle. Plan renewal charges are based on the prevailing rate on the date of renewal according to the service selected. Plans are renewed for the same billing cycle. If you wish to cancel your plan before plan renewal, please refer to the Cancellation section below.

Statements

Tekro, LLC does not mail paper invoices or statements. Statements can be viewed and printed through Tekro, LLC's

billing software. Customers may elect to receive their monthly account billing statement via email. This option may be selected in Tekro, LLC's billing software.

Fees

* Late fees

Any payment after the due date will be assessed a 10% late fee.

* Returned (NSF) Checks

Tekro, LLC charges a \$25.00 fee plus applicable bank fees for returned (NSF) checks. Customers that issue an NSF check will be required to submit future payments with a certified check or money order.

* Credit Card Chargebacks

A \$25.00 chargeback fee will be assessed for each credit card chargeback received by Tekro, LLC.

* Bank Wire Payments

Tekro, LLC does NOT charge fees for accepting payment via bank wire, however, international wire transfers may be assessed a \$20.00USD processing fee by an intermediary bank in New York. In addition, your issuing bank may also charge a fee for sending the wire. Please add these fees to the amount that you are sending to Tekro, LLC or the amount credited to your account will be less than your intended payment.

* Reactivation

Customers that wish to reactivate a closed account will be assessed a \$19.95 reactivation fee. A \$99.95 fee will be assessed if Tekro, LLC restores your data files to your reactivated account. Tekro, LLC is not obligated to archive or backup data from closed accounts.

* Hosting Plan Changes

Customers electing to change to a lower priced hosting plan on the same platform will be charged a \$19.95 downgrade fee. There is no upgrade fee for upgrading to a higher priced plan, however, you will be charged any difference between the setup fee applicable to your new and former plans.

* Account Splits and Mergers

Tekro, LLC encourages customers to merge hosting plans contained in two or more accounts into one account. There is no fee for this service. Customers may also request that Tekro, LLC separate one or more plans contained under one account into separate accounts. The fee for this service is \$19.95 for each new account created and is charged to the new account. Please direct all requests for these services to: service@tekro.com.

Cancellations

Hosting plans will automatically renew until a plan is cancelled. In order to cancel service, you must contact Tekro, LLC's Customer Service Team, Monday through Friday, 9:00 A.M. to 5:00 P.M. Eastern Time, at (440-352-7665). Tekro, LLC's customer service representatives will assist you with the cancellation process. Please be aware that there are no prorated refunds after the first 30 days of service. Non-US customers may contact Tekro, LLC's Billing Team via email at service@tekro.com.

Cancellation requests must be received by Tekro, LLC a minimum of ten (10) days prior to the end of your Billing Cycle. Cancellations submitted later than this time may result in automatic renewal of your hosting plan. Cancellations become effective on the day processed by Tekro, LLC. Tekro, LLC is unable to cancel your account effective for a future date. Tekro, LLC will confirm the cancellation request when it is processed. If you do not receive a confirmation, please contact Tekro, LLC as soon as possible.

Tekro, LLC does not monitor, and will not automatically cancel, plans for problems related to domain name transfers, non-usage, Internic, your ISP, or any other secondary issues not directly related to Tekro, LLC's services. Cancellation of services does not relieve the customer from paying any outstanding balance owed on the account. Tekro, LLC reserves the right to cancel any account, at any time, without notice, for any reason Tekro, LLC Corporation considers appropriate.

30-Day Money Back Guarantee

Each of Tekro, LLC's shared hosting plans carries a 30-day unconditional money back guarantee. If you are not completely satisfied with our services or support within the first 30 days, you will be given a full refund of the fees paid in advance (excluding setup fees) upon plan cancellation. The following services do not qualify for the 30 Day Money Back Guarantee: additional items and services; domain name registration; items and services ordered through the reseller program; domain parking plus; and overage fees.

Refund Policy

Refunds are only available in accordance with the 30 Day Money Back Guarantee. Refunds will be provided in the same

payment method of the original payment. There are no refunds offered or promised after 30 days.

Credit Card Disputes/Chargebacks

Tekro, LLC has a zero tolerance policy for chargebacks. Any customer who disputes a credit card payment is subject to a fine, suspension and account termination at Tekro, LLC's discretion. A charge of \$25.00 per chargeback will be assessed to all accounts that receive a chargeback.

Billing/Price Changes

Tekro, LLC's policies and prices are subject to change without notice. Any price changes become effective in the next billing cycle.