

Legal Agreements

Fundy Hosting

Universal Terms of Service for Fundy Hosting Software and Services

This Agreement ("Agreement") is by and between Fundy Hosting ("Fundy Hosting") a/an individual and You, Your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of Fundy Hosting software ("Software") and services ("Services") and explains Fundy Hosting's obligations to You and Your obligations to Fundy Hosting in relation to the Software and Services You purchase.

This Agreement as well as any additional Fundy Hosting policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and Fundy Hosting concerning Your use of Fundy Hosting's Software and Services, and supersede and govern all prior proposals, agreements, or other communications. All Fundy Hosting policies and agreements specific to particular Software and Service are incorporated herein and made part of this Agreement by reference, including the dispute policy ("UDRP"). By purchasing Fundy Hosting's Software or Services, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which Fundy Hosting may establish from time to time, and any agreements that Fundy Hosting is currently bound by or will be bound by in the future. You may view the latest version of this Agreement online.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with Fundy Hosting, whether or not the transactions were in Your behalf. You acknowledge that Fundy Hosting's acceptance of any application made by You for Services provided by Fundy Hosting will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices located in Scottsdale, Arizona, USA.

The General Terms in Section A apply to all customers of Fundy Hosting. The Software and Services Specific Agreements incorporated in Section B apply only to customers who have purchased those referenced Services.

A. GENERAL TERMS APPLICABLE TO ALL SOFTWARE AND SERVICES

1. TERM OF AGREEMENT; MODIFICATIONS.

You agree that Fundy Hosting may modify this Agreement and the Services from time to time. You agree to be bound by any changes Fundy Hosting may reasonably make to this Agreement when such changes are made. If You have purchased Services or Software from Fundy Hosting , the term of this Agreement shall continue in full force and effect as long as You take advantage of and use the Software or Services. In the event You terminate Your usage, Fundy Hosting will not refund any amounts You have paid. You agree that Fundy Hosting shall not be bound by any representations made by third parties who You may use to purchase Services from Fundy Hosting , and that any statement of a general nature, which may be posted on Fundy Hosting 's Web site or contained in Fundy Hosting 's promotional materials, will not bind Fundy Hosting . Fundy Hosting may, at times, offer certain promotions with different charges and features.

You agree that You will be responsible for notifying Fundy Hosting should You desire to terminate Your use of Fundy Hosting 's Services. Notification of Your intent to terminate must be provided to Fundy Hosting no earlier than 10 days prior to Your billing date but no later than three days prior to Your billing date.

2. ACCURATE INFORMATION.

You agree to maintain accurate information by providing updates to Fundy Hosting , as needed, while You are using Fundy Hosting ’s Services. You agree You will notify Fundy Hosting within five (5) business days when any change of the information You provided as part of the application and/or registration process changes. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by Fundy Hosting to determine the validity of information provided by You will constitute a material breach of this Agreement.

You agree that Fundy Hosting may use and rely on any such information provided by You for all purposes in connection with Your Services, subject to Fundy Hosting ’s Privacy Policy . If You provide any information that is inaccurate, not current, false, misleading or incomplete, or if Fundy Hosting has reasonable grounds to suspect that Your information is inaccurate, not current, false, misleading or incomplete, Fundy Hosting has the absolute right, in its sole discretion, to terminate its Services and close Your account.

3. PRIVACY.

You can view Fundy Hosting ’s Privacy Policy here , which is incorporated herein by reference, as it is applicable to all Company Software and Services. The Privacy Policy provides Your rights and Company’s responsibilities with regard to Your personal information. Company will not use Your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy.

4. ACCOUNT SECURITY.

You agree You are entirely responsible for maintaining the confidentiality of Your customer number/login, password, credit card number, and shopper PIN (collectively, the "Account Access Information"). You agree You are entirely responsible for any and all

activities that occur under Your account. You agree to notify Fundy Hosting immediately of any unauthorized use of Your account or any other breach of security. You agree Fundy Hosting will not be liable for any loss that You may incur as a result of someone else using Your Account Access Information, either with or without Your knowledge. You further agree You could be held liable for losses incurred by Fundy Hosting or another party due to someone else using Your Account Access Information. For security purposes, You should keep Account Access Information in a secure location and take precautions to prevent others from gaining access to Your Account Access Information. You agree that You will be responsible for all activity in Your account, whether initiated by You, or by others on Your behalf, or by any other means. Fundy Hosting specifically disclaims liability for any activity in Your account, whether authorized by You or not.

5. NO UNLAWFUL CONDUCT OR IMPROPER USE.

As a condition of Your use of Fundy Hosting's Software and Services, You agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and You agree to comply with any applicable local, state, federal and international laws, government rules or requirements. You agree You will not be entitled to a refund of any fees paid to Fundy Hosting if, for any reason, Fundy Hosting takes corrective action with respect to Your improper or illegal use of its Services.

Fundy Hosting reserves the right at all times to disclose any information as Fundy Hosting deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Fundy Hosting's sole discretion.

If You have purchased Services, Fundy Hosting has no obligation to monitor Your use of the Services. Fundy Hosting reserves the right to review Your use of the Services and to cancel the Services in its sole discretion. Fundy Hosting reserves the right to terminate Your access to the Services at any time, without notice, for any reason whatsoever.

Fundy Hosting reserves the right to terminate Services if Your usage of the Services results in, or is the subject of, legal action or threatened legal action, against Fundy Hosting or any of its affiliates or partners, without consideration for whether such legal action or

threatened legal action is eventually determined to be with or without merit. Fundy Hosting may review every account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

Except as

set forth below, Fundy Hosting may also cancel Your use of the Services, after thirty (30) days, if You are using the Services, as determined by Fundy Hosting in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; illegal access to other computers or networks (i.e., hacking); distribution of Internet viruses or similar destructive activities; and activities designed to harm or use unethically minors in any way. Notwithstanding anything to the contrary herein, in the event Fundy Hosting cancels Your Services during the first thirty (30) days after You purchase the Services, You will receive a refund of any fees paid to Fundy Hosting in connection with the Services being canceled. In the event Fundy Hosting deletes Your Services because they are being used in association with spam or morally objectionable activities, no refund will be issued. You agree You will not be entitled to a refund of any fees paid to Fundy Hosting if, for any reason, Fundy Hosting takes corrective action with respect to Your improper or illegal use of its Services.

6. NO SPAM; LIQUIDATED DAMAGES.

You agree Fundy Hosting may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then You agree to pay Fundy Hosting liquidated damages of \$1 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with Your account, otherwise You agree to pay Fundy Hosting 's actual damages. You acknowledge You have read and understand and agree to be bound by the terms and conditions of Fundy Hosting 's Anti-spam Policy, available here . Such terms and conditions are applicable to the use of all Fundy Hosting Software and Services and are incorporated herein.

7. INTELLECTUAL PROPERTY.

You agree that Fundy Hosting or its licensor holds all rights, title and interest in all Software and Services and all intellectual property, including other rights related to intangible property, unless otherwise indicated. You acknowledge that no title or interest in such Intellectual Property Rights is being transferred to You and You agree to make no claim of interest in any such Services or Software.

You understand and agree that all content and materials contained in this Agreement, other policies, the Fundy Hosting Web site, and any affiliated Web sites, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Fundy Hosting or its licensor expressly reserves its rights in and to all such content and materials. You further understand and agree that You are prohibited from using, in any manner whatsoever, any of the content or materials described above without the express written permission of Fundy Hosting or its licensor. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

8. USE OF Fundy Hosting SOFTWARE.

If You have licensed software from Fundy Hosting , Fundy Hosting grants You a limited, non-exclusive, nontransferable and non-assignable license to use the software for such purposes as are ordinary and customary. You are free to use the software on any computer, but not on two or more computers at one time.

You agree to not alter or modify the Software. You agree You are not authorized to combine the Software with any other software program, create derivative works based upon the Software, nor are You authorized to integrate any plug-in or enhancement which uses or relies upon the Software. You further agree

not to reverse engineer, decompile or otherwise attempt to uncover the source code.

Fundy Hosting reserves all rights to the Software. The Software and any copies You are authorized to make are the intellectual property of Fundy Hosting . The source code and its organization are the exclusive property of Fundy Hosting and the Software is protected by copyright, including United States Copyright Law. Except as expressly provided for in this section, this Agreement does not grant You any rights in the Software and all rights are reserved by Fundy Hosting .

Fundy Hosting provides this Software "as is" without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

9. FEES AND PAYMENT.

As consideration for the Software or Services purchased by You and provided to You by Fundy Hosting, You agree to pay Fundy Hosting at the time You order. All fees are due immediately and are non-refundable unless otherwise expressly noted, even if Your Services are suspended, terminated, or transferred prior to the end of the Services term. Fundy Hosting expressly reserves the right to modify pricing through email notification and/or notice on its Web site. Payment may be made by You by providing either a valid credit card, an online check, a personal check , or using Fundy Hosting 's prepaid service Good as Gold, ("Prepaid Services") to establish a cash reserve for charge by Fundy Hosting (collectively, the "Payment Method"). Your Prepaid Services account may be funded by a money order or a personal check under as further described, below.

If You signed up for a monthly payment plan, Your monthly billing date will be determined based on the day of the month You purchase the Services unless that date falls after the 28th of the month in which case Your billing date will be the 28th of each month. If You signed up for an annual (or longer) payment plan, and You elected the automatic renewal option, Fundy Hosting will automatically renew Your Services when they come up for renewal and will take payment from the Payment Method You have on file with Fundy Hosting, at Fundy Hosting's then current rates.

If for any

reason Fundy Hosting is unable to charge Your Payment Method for the full amount owed Fundy Hosting for the Services provided, or if Fundy Hosting is charged a penalty for any fee it previously charged to Your Payment Method, You agree that Fundy Hosting may pursue all available remedies in order to obtain payment. If You pay by credit card and if for any reason Fundy Hosting is unable to charge Your credit card with the full amount of the Services provided, or if Fundy Hosting is charged back for any fee it previously charged to the credit card You provided, You agree that Fundy Hosting may pursue all available remedies in order to obtain payment. You agree that among the remedies Fundy Hosting may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any domain names or Services registered or renewed on Your behalf. Fundy Hosting reserves the right to charge a reasonable administrative fee for administrative tasks outside the scope of its regular Services, including additional costs that it may incur in providing the Services and pass along to You. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, fees incurred by third parties You have elected to use as payment methods, including PayPal and Certegy, Inc., and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change Your Payment Method at any time by logging into Your Account Manager.

You agree that You are solely liable for arranging that Your Services are renewed, and that Fundy Hosting shall not be liable to You or any third party if it is unable to charge Your Payment Method in order to renew Your Services.

While all purchases are processed in US dollars, Fundy Hosting may provide an estimated conversion price to currencies other than US dollars. You acknowledge and agree that the pricing displayed during the checkout process is an estimate. Due to potential slight time delays between actual purchase and the payment settlement, the actual price charged may fluctuate. Accordingly, Fundy Hosting makes no representations or warranties that the actual price will be the same or substantially similar to the actual price You will pay and You waive any and all claims based upon any discrepancy between the estimate and the actual price. In addition, you may be charged VAT, based on the country indicated in Your billing address section. Any amounts to be charged will appear during the checkout process.

A. Good as Gold Prepaid Services

- Service Details.

By using Fundy Hosting's Prepaid Services, You can transfer funds to Fundy Hosting in advance and use the balance of Your Prepaid Services Account ("Account") as You please. You can use Your Account to purchase any of the Software or Services of Fundy Hosting . As consideration for the Services purchased by You and provided to You by Fundy Hosting , You agree to pay Fundy Hosting in advance for the Services to be provided. Payment is to be made by You providing either a valid credit card, wire transfer, a money order, or personal check. Personal checks may only be used for payments of \$100 or more, and may not be made for less than the amount required at purchase. Personal checks under \$1,000 are subject to the same processing fees as wire transfers. All personal checks will be delayed fourteen (14) days until the money is credited, which may delay Your usage of the Software or Services. You agree that if the EFT or bank draft is returned unpaid, You will pay a service charge of \$25.00 or the maximum amount allowed by law, which may be debited from Your account using an EFT or bank draft.

You can verify the remaining funds in Your Account at any time by logging in to Manage Your Account or through the shopping cart on the Fundy Hosting Web site. Should You decide to terminate Your Account and seek a refund of Your Prepaid Services, Your refund will be made by check net of any discounts, including, but not limited to, reduced or waived wire transfer fees and/or the Cash Discount.

You acknowledge that funds transferred to Your Account will be held in an account by Fundy Hosting , which will not accrue or pay interest for Your benefit. To the extent interest may accrue, if any, You understand and agree that Fundy Hosting shall be entitled to receive and keep any such amounts to cover costs associated with the Prepaid Services.

You acknowledge that all transactions using Prepaid Services will be conducted in U.S. Dollars and that it is Your responsibility to arrange for foreign currency translations prior to funding Your Account. Wire transfers received by Fundy Hosting in foreign currencies will be returned and You will be responsible for the cost of returning such funds. Your Account must be funded on an initial basis with no less than one hundred dollars (\$100.00), paid in U.S. funds. You agree that You will be responsible for all wire transfer fees, both incoming and outgoing, associated with Your Account. Any non-U.S. wire transfers may be subject to fees by either Your bank, intermediary banks or Fundy Hosting's bank, which may reduce the amount of the money received by Fundy Hosting's bank and subsequently funded into Your Prepaid Good as Gold Account. Customers funding a Good as Gold Account who wire \$1,000 or more shall not be subject to a \$20 wire transfer processing fee from Fundy Hosting . You hereby expressly give Fundy Hosting permission to reduce Your Account by the amount of wire transfer fees Fundy Hosting incurs in order to receive Your funds. All fees are subject to change and will be updated online in this Agreement.

Prepaid Services Accounts will receive a 2% discount on purchases (the "Cash Discount"). The Cash Discount will be reflected in Your Account balance. Thus, purchases will reduce the balance of Your Account by 98% of the total purchase price of each transaction. For example, if Your Account is funded with an initial amount of \$100.00 and You make a \$10.00 purchase, Your Account will be reduced by only \$9.80. Fundy Hosting reserves the right to discontinue or change the Cash Discount at any time, without notice.

- Your Use of Prepaid Services

Use of funds in Your Account can only be made through the Fundy Hosting purchase process at Fundy Hosting ’s Web site. Purchases may not be made unless there are sufficient, available funds in Your Account at the time of purchase to cover the entire purchase amount, including any related fees as set forth herein or in other relevant agreements.

Additional funds may be added to Your Account at any time. The minimum increment for funds transfers is one hundred dollars (\$100.00).

You will be able to access Your Account activity and records from the Manage Your Account link on Fundy Hosting ’s Web site. Your Account will show purchases and the amount of funds remaining in Your Account. Fundy Hosting reserves the right at all times to disclose any information about Your Account as Fundy Hosting deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part from Your Account, in the sole discretion of Fundy Hosting .

- Specific Representations and Warranties

You agree that Fundy Hosting makes no representations or warranties of any kind in connection with Prepaid Services. Fundy Hosting expressly reserves the right to deny, cancel or transfer any Account that it deems necessary, in its discretion, to protect the integrity and stability of the Prepaid Services system, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Fundy Hosting , as well as its affiliates, subsidiaries, officers, directors and employees. Fundy Hosting also reserves the right to freeze an Account during resolution of a dispute.

B. Payment By Check

By using Fundy Hosting's pay by check option ("Pay By Check"), You can purchase Fundy Hosting Software and Services using a personal check. In consideration for the Software and Services purchased by You and provided to You by Fundy Hosting, You agree to allow Certegy Check Services, Inc. ("Certegy") to debit the full amount of this transaction from Your checking account, which is non-refundable. Certegy will create an electronic funds transfer (EFT) or bank draft which will be presented to Your bank or financial institution for payment from Your checking account. The checking account must be at a financial institution in the United States, and the check must be payable in U.S. dollars.

It is Your responsibility to keep Your checking account current, and to have available funds in it. You agree that Certegy and Fundy Hosting will not be responsible for payments that fail to go through as a result of Your checking account no longer existing, or holding insufficient funds. If for any reason Certegy is unable to withdraw the full amount owed for the Services provided, You agree that Certegy and Fundy Hosting may pursue all available remedies in order to obtain payment. You agree that if the EFT or bank draft is returned unpaid, You will pay a service charge of \$25.00 or the maximum amount allowed by law, which may be debited from Your account using an EFT or bank draft.

The check may not be for less than the full amount required at that time. Personal checks under \$1,000 are subject to the same processing fees as wire transfers. All personal checks may be delayed up to fourteen (14) days until the money is credited, which may delay Your usage of the Software or Services.

By clicking the box labeled "I agree" to the terms of the Pay by Check terms, You authorize the information provided to be used for the creation of an electronic funds transfer (EFT) or bank draft, and You authorize a debit of THE FULL AMOUNT of this order from Your checking account.

C. Pay by PayPal

By using Fundy Hosting's pay by PayPal, Inc. ("PayPal") option ("Pay by PayPal"), You can purchase Fundy Hosting Software and Services using PayPal. In consideration for the Software and Services purchased by You and provided to You by Fundy Hosting, You agree to allow PayPal to debit the full amount of this transaction from Your PayPal account balance or the Preferred Funding Source You established with PayPal, which is non-refundable.

It is Your responsibility to keep Your PayPal Account current, to have available funds in it and to have Your PayPal Account backed by a valid credit card. You agree that PayPal and Fundy Hosting will not be responsible for payments that fail to go through as a result of Your Funding Source no longer existing, or holding insufficient funds. If for any reason PayPal is unable to withdraw the full amount owed for the Services provided, You agree that PayPal and Fundy Hosting may pursue all available remedies in order to obtain payment. You agree that if the transaction is returned unpaid, You will pay a service charge of \$25.00 or the maximum amount allowed by law, which may be debited from Your account by PayPal or charged to Your Preferred Funding Source.

By clicking the box labeled "I agree" to the terms of the Pay by PayPal terms, You authorize the information provided to be used for the creation of an electronic funds transfer (EFT), and You authorize a debit of THE FULL AMOUNT of Your order from Your PayPal Account or Preferred Funding Source.

10. REPRESENTATIONS AND WARRANTIES.

You, or the individuals who electronically execute this Agreement on behalf of You hereby represent and warrant that they have the right, power, legal capacity and appropriate authority to enter into this Agreement, and that they own and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement. You represent and warrant that You are 18 years of age or older, or that You have an agent authorized by law to represent You who is 18 years of age or older who is entering into this Agreement on Your behalf. You warrant that each action You make is being done so in good faith and that You have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name.

Fundy Hosting

expressly reserves the right to deny, cancel or transfer any domain name registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Fundy Hosting , as well as its affiliates, subsidiaries, officers, directors and employees. Fundy Hosting also reserves the right to freeze a domain name during resolution of a dispute.

11. LIMITATION OF LIABILITY .

IN NO EVENT SHALL Fundy Hosting BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF Fundy Hosting HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states may not allow such a broad exclusion or limitation on liability for damages as contained herein. In such states, Fundy Hosting ’s liability is limited to the full extent permitted by law. You agree that in no event shall Fundy Hosting ’s maximum aggregate liability exceed the total amount paid by You for the particular Software or Service in dispute purchased from Fundy Hosting .

12. DISCLAIMER OF WARRANTIES .

Fundy Hosting expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and

non-infringement. Services are provided on an "As Is" and "As Available" basis. Fundy Hosting makes no warranty that its services will meet your requirements, or that the services will be uninterrupted, timely, secure, or error free, or that defects will be corrected. Fundy Hosting does not warrant, nor make any representations regarding the use, or results of, any of the services it provides, in terms of their correctness, accuracy, reliability, or otherwise.

Some jurisdictions do not allow the disclaimer of implied warranties, in which event that foregoing disclaimer may not apply to You.

13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Fundy Hosting and its contractors, agents, employees, officers, directors, shareholders, and affiliates from any loss, liability, damages or expense, including reasonable attorneys' fees, resulting from any third party claim, action, proceeding or demand related to Your (including Your agents affiliates, or anyone using Your account, software or services with Fundy Hosting whether or not on Your behalf, and whether or not with Your permission) use of the Software or Services You purchased from Fundy Hosting or Your breach of this Agreement or incorporated agreements and policies. In addition, You agree to indemnify and hold Fundy Hosting harmless from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided herein, any negligence or willful misconduct by You, or any allegation that Your account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets. This indemnification is in addition to any indemnification required of You elsewhere. Should Fundy Hosting be notified of a pending law suit, or receive notice of the filing of a law suit, Fundy Hosting may seek a written confirmation from You concerning Your obligation to indemnify Fundy Hosting . Your failure to provide such a confirmation may be considered a breach of this agreement. You agree that Fundy Hosting shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to notify Fundy Hosting of any such claim promptly in writing and to allow Fundy Hosting to control the proceedings. You agree to cooperate fully with Fundy Hosting during such proceedings.

You agree to cooperate fully with Fundy Hosting during such proceedings. You agree You will not be entitled to a refund of any fees paid to Fundy Hosting if, for any reason, Fundy Hosting takes corrective action with respect to Your improper or illegal use of its services. You also agree that if Fundy

Hosting is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a Traffic Facts account of Yours with Fundy Hosting , that Fundy Hosting , in its sole discretion, may take whatever action Fundy Hosting deems necessary regarding further modification, assignment of and/or control of your account to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

14. GOVERNING LAW, VENUE; WAIVER OF TRIAL BY JURY.

This agreement shall be deemed entered into in the State of Arizona. Except for disputes concerning the user of a domain name registered with Fundy Hosting , You agree that the laws and judicial decisions of Maricopa County, Arizona, shall be used to determine the validity, construction, interpretation and legal effect of this Agreement. You agree that any action relating to or arising out of this Agreement shall be brought in the courts of Maricopa County, Arizona. For the adjudication of disputes concerning the use of any domain name registered with Fundy Hosting , You agree to submit to jurisdiction and venue in the U.S. District Court for the District of Arizona located in Phoenix, Arizona.

You agree to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.

15. NOTICES.

You agree that all notices (except for notices concerning breach of this Agreement) from Fundy Hosting to You may be posted on our Web site. Notices concerning breach will be sent either to the email or postal address You have on file with Fundy Hosting. In either case, delivery shall be deemed to have been made five (5) days after the date sent.

Notices from You to Fundy Hosting shall be made either by email, sent to the address provided on the Fundy Hosting Web site, or first class mail to Fundy Hosting 's address at:

Fundy Hosting, Attn: Legal Counsel, 14455 North Hayden Rd., Suite 219, Scottsdale, AZ, 85260.

16. HEADINGS.

The headings in the Agreement are descriptive only and in the event of a conflict between a heading and the underlying terms of this Agreement, the terms of this Agreement shall control.

17. ENTIRE AGREEMENT.

You agree that this Agreement including the policies and agreements it refers to (i.e. our Dispute Resolution Policy, etc.) constitute the complete and only Agreement between You and Fundy Hosting regarding the Services contemplated herein.

18. SEVERABILITY.

You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

19. WAIVER.

The failure of Fundy Hosting to enforce any of the provisions within this Agreement or its incorporated agreements and policies against You or others shall not be construed to be a waiver of the right of Fundy Hosting thereafter to enforce such provisions.

20. FORCE MAJEURE.

Fundy Hosting will make every effort to keep its Web site and Services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. You agree not to hold Fundy Hosting liable for any of the consequences of such interruptions.

21. SURVIVAL.

Sections 1, 7, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall

survive any termination or cancellation of this Agreement.

22. NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Domains and Hosting

- Domain Registration Agreement
- Renewal Policy
- Transfer Agreement
- Change of Registrant Agreement
- Back Ordering and Monitoring Agreement
- Hosting Service Agreement
- Dedicated Hosting Agreement
- Private Registrations
 - Domain Name Proxy Agreement
- Domain Name Appraisal
- Business Registration
- Domain Ownership Protection

Corporate Policies

- Universal Terms of Service
- Privacy Policy
- Trademark and/or Copyright Infringement Policy
- Dispute On Transfer Away
- Anti-Spam Policy
- Civil Subpoena Policy
- Uniform Domain Name Dispute Policy
- ICANN Transfer Dispute Resolution Policy
- Criminal Subpoena Policy

Products and Services

- Online Copyright Registration End User Agreement
- News-Blazer End User Agreement
- Express Email Marketing End User License Agreement
- Quick Shopping Cart End User License Agreement
- Traffic Blazer End User License Agreement
- Traffic Facts Service Agreement
- Online File Folder End User License Agreement
- Web/Email
 - Email Services User Agreement
 - WebMail End User License Agreement
- Fax Thru Email User Agreement
- WebSite Tonight End User License Agreement
- Online Group Calendar End User License Agreement
- Quick Broadcast End User License Agreement
- Online Photo Filer Service Agreement