

Acceptable Uses Policy

BlueVirtual.Com is owned by Blue Virtual. Client is the party purchasing a Blue Virtual Hosting plan. Client and Blue Virtual agree to the following:

As a high-quality web hosting provider, Blue Virtual values its good reputation. Accordingly, it is important to us that our customers use our services and the Internet in general, responsibly and courteously. Most of our customers do so and seldom need to refer to this AUP. Nonetheless, the following constitute examples of unacceptable uses of Blue Virtual services, which will result in suspension, or termination of the customers account:

Affronts to Etiquette

Unacceptable activities include spamming (sending unsolicited advertising to those with which the customer has no existing business relationship, posting off-topic advertising in newsgroups); spoofing (using a return email address which is not the valid reply address of the sender or sending an email message which does not contain enough information to enable the recipient to identify the party who is really sending the message; passive spamming (promoting a web site hosted by Blue Virtual by spamming from some other source), trolling (posting controversial messages in newsgroups to generate responses), mail bombing (inundating a user with email without any serious intent to correspond), generating a higher volume of outgoing mail than a normal user (over 10% of available system resources), and subscribing someone else to an electronic mailing list without that person's permission. A message is considered unsolicited if it is posted in violation of a newsgroup charter or sent to a recipient who has not requested the message. Making an email address available to the public does not constitute a request to receive messages. Distribution of mass emailing programs is also prohibited. All recipients on a mailing list must have personally subscribed. Mailing lists may not be used to distribute unsolicited email. Any customer repeatedly "mail bombed" or that attracts such behavior will be asked to leave. If you are not sure if your actions will be in violation, please ask first (abuse@bluevirtual.com).

Age

The Client must be at least 18 years of age to obtain our service.

Abuse of the legal rights of others

Examples of unacceptable activities in this regard include posting private information about a person without their consent, infringing intellectual property rights, defaming a person or business, and knowingly making available code which will have a deleterious effect on third party computers. Blue Virtual supports free speech on the Internet, and will not suspend or cancel a customer's account simply because it disagrees with the views expressed by the customer. Where there are allegations that a customer's on-line activity has violated the legal rights of a third party, Blue Virtual will not substitute itself for a court of law in deciding tort claims raised by the third party.

Abuse of the Law

Blue Virtual's services may be used for lawful purposes only. Illegality includes but is not limited to: drug dealing; attempting without authorization to access a computer system; pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEG's, ROMs, and ROM emulators); gambling; schemes to defraud; trafficking in obscene material; sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; threatening bodily harm or damage to individuals or groups; violating U.S. export restrictions; stalking; or violating other state or federal law such as the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, or the Economic Espionage Act. Linking to illegal material is also prohibited. Blue Virtual reserves the right to check system files, email, and other data on our servers for illegal content and materials, or for any other reasons deemed necessary.

Blue Virtual will always cooperate with all forms of law enforcement should the occasion arise. If at any time, service is interrupted due to a law enforcement act, any and all guarantees are voided.

This includes but is not limited to, the uptime guarantee and the money back guarantee.

Pornography

Pornography and sex-related merchandising, or links to such material, even if legal, is not an acceptable use of Blue Virtual's servers.

Abuse of Blue Virtual Shared Server Resources

Running programs in the background on a Blue Virtual server without Blue Virtual's prior written authorization, or running chat rooms, Internet Relay Chat, IRC bots, and the like are not acceptable uses of Blue Virtual's servers. Further, any usage of ten percent (10%) or more of our system resources on Basic, Advanced or Premium shared server plans is an undue burden on our system and is unacceptable. If your usage ever exceeds ten percent (10%) of system resources, your account may be suspended immediately and without prior notice. The "VIP" plan is given a twenty-five percent (25%) resource limit before it is considered unacceptable. At this time, Blue Virtual will work with the client to come up with a remedy to the situation. In addition any domain that exceeds five and one half (5.5) gigabytes of bandwidth traffic within any twenty four (24) hour period can be terminated without prior notice. Usage of scripts or other utilities to direct pointed domain names to subdirectories is not permitted and is grounds for termination of the account.

Blue Virtual defines the term "unlimited" in this document. Any "unlimited" features can be limited upon the request of Blue Virtual. We may take any "unlimited" feature and set a limit on it at any time without prior notification. Accounts are also subject to immediate suspension if they are found abusing the "unlimited" account functions. The client will be given an opportunity to modify the abuse in question to a level that is acceptable to us.

Hacking/Cracking

Blue Virtual reserves the right to report illegal activities to any and all regulatory, administrative, and/or governmental authorities for prosecution.

The following examples of unacceptable behavior are non-exclusive, and are provided for guidance purposes. If you are unsure if your actions will be a violation of our policies please ask (abuse@bluevirtual.com).

Server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network. Attempting to circumvent any user authentication or security of host, network, or account. Accessing data not intended for user. Probing the security of any network. Spawning dozens of processes. Port scans, ping floods, packet spoofing, forging router information, Denial of Service attacks, sniffers, flooding, spoofing, ping bombing, smurfs, winnuke, land, teardrop. Promulgation of viruses. IRC bots such as eggdrop or BitchX. Any activity, whether or not the intrusion results in the corruption or loss of data, will be investigated and proper action taken. The presence of any of these programs, whether or not run, will result in action against the user including suspension or termination.

Client Responsibility

The Client is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery. The Client is responsible for securing their username/password. The Client assumes responsibility for all material on their site that may be put on by a third party (such as the usage of Free For All links pages). Use of Blue Virtual's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the web space by the Client. The following examples are offered: Web Publishing: requires knowledge of HTML, properly locating and linking documents, FTPing Web contents, Graphics, text, sound, image mapping, etc. FrontPage web publishing: knowledge of the FrontPage tools as well as Telnet and FTP understanding and capability. CGI-Scripts: requires knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. Mail: a use of mail Clients to receive and send mail, etc. The Client agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of Blue Virtual to provide this knowledge or support

outside matter specific to Blue Virtual's servers.

Shared Server Backups

Full backups are made weekly and backups of new/changed data made nightly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only. It is the Client's responsibility to maintain local copies of their web content and information. If data loss occurs due to negligence of Client in securing their account or by an action of the Client, Blue Virtual will attempt to recover the data from the most recent archive for a \$250.00 fee.

Dedicated Server Backups

Dedicated Servers are never backed up by Blue Virtual. It is the sole responsibility of the client to maintain a current backup of all data associated with their server. Blue Virtual may provide generic backup scripts for client use, however, takes no responsibility for the actions of these scripts.

IP Addresses

Blue Virtual maintains control and any ownership of any and all I.P. numbers and addresses that may be assigned to the Client and reserves in its sole discretion the right to change or remove any and all IP numbers and addresses.

Limitation of Liability

Blue Virtual shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Blue Virtual's servers going off-line or being unavailable for any reason. Further, Blue Virtual shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Blue Virtual's servers. All damages shall be limited to the equivalent of one month of Client's current charge for the account in question.

Blue Virtual, its employees and affiliates shall not be liable to Client or any other person under any legal theory, tort, contract or otherwise for any indirect, special, incidental or consequential damages of any character including without limitation damages for loss of goodwill, work stoppage, computer or web site failure or malfunction, or any other commercial damages or losses related to any products or services Client's URL promotes, sells, or endorses.

Blue Virtual shall be the sole arbiter of what is and is not a violation of these acceptable use policies. Blue Virtual reserves the right to terminate an account at any time and for any reason that causes harm to any Blue Virtual customer's web sites. Blue Virtual reserves the right to delete all content and files upon termination. Blue Virtual reserves the right to withhold any pre-paid funds for any site removed for violations of these policies. Blue Virtual reserves the right to refuse, cancel, or suspend service at our sole discretion.

Billing Policies

Client agrees to pay the monthly fee indicated on their order form for Client's selected service plan. Blue Virtual will thereafter bill Client once a month. Clients paying by credit card - a charge by Blue Virtual will appear on Client's credit card monthly. Client's paying by check - checks must be received five days prior to the monthly anniversary of their initial order [eg., if Client ordered on the 15th, then their monthly service fees must be received by Blue Virtual by the 10th of the month].

All contracts are for a one (1), three (3), six (6) or twelve (12) month period. No contract shall exceed the twelve month period. Prior to the end of that period, either the client or Blue Virtual may not renew the contract for the next period of equal length. There must be seven (7) days notice given by either party if they do not wish to renew the agreement for another term on retail accounts. IF seven (7) days notice is not given, the client will be responsible for the renewal term of the agreement. Resold accounts may be cancelled at anytime prior to their renewal date. If the resold account is still active on the renewal date, the account will be billed for the renewal term of

the contract.

As a client of Blue Virtual, you have our guarantee that as long as your account remains in good standing continually and your month to month billing cycle is never interrupted by a period non-service, your price for the same account will be the same from month to month.

Delinquent Payments/Credit Problems

Blue Virtual may immediately terminate (delete all data) or suspend service if payment is not received timely [eg., Client's credit card is invalid, declined, etc or if Client's check is not received five days prior to the monthly anniversary of their initial order].

60 Day Money Back Guarantee Terms

Blue Virtual offers a 60 Day Money Back Guarantee on all retail shared hosting accounts. This is a conditional guarantee and Blue Virtual, LLC has the final decision on all refunds. Upon requesting to exercise the money back guarantee offered, the following conditions must be met: Client must not be or have been delinquent with any payment made since the creation of the shared hosting account to be refunded. Client must not be or have been violating any of the above terms of our Acceptable Uses Policy. Client must not be or have been utilizing more resources than the account were originally provisioned with, resulting in an overage at any time. The money back guarantee is not applicable in a situation where service is interrupted due to law enforcement.

An individual client is only eligible for one money back guarantee in a 12 month period.

Termination of Service

Either Client or Blue Virtual may terminate service at any time. Client's only right and sole remedy with respect to any dissatisfaction with any of Blue Virtual's policies or practices, fees, billing methods, etc. is terminating service. Client may terminate service by submitting a "Contact Ticket" from the retail Client's control panel. The contact ticket should include your name, the domain name and account ID of the account to be cancelled and the time frame you would like it cancelled (immediately or a certain date). Should such notice of termination be delivered and acknowledged as received by Blue Virtual, termination will be effective within 48 hours. In the event that a Client's account is terminated or cancelled, NO REFUND OF ANY FEES, including the monthly service fee, will be granted and/or credited to Client's account(s).

THE PURCHASE OF ANY Blue Virtual SERVICE PLAN BY CLIENT IS MADE AFTER CLIENT ACCEPTS THE TERMS SET FORTH HEREIN BY TYPING "I AGREE" AT THE BOTTOM OF THE ONLINE ORDER FORM. If any provision of this AUP; Terms and Conditions is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by Missouri law and any disagreements between Client and Blue Virtual will be resolved in the jurisdiction of Clay County, Missouri.

This Agreement represents the complete, final, and integrated agreement between Blue Virtual and Client concerning Client's purchase of Blue Virtual's service.

Blue Virtual reserves the right to change the Acceptable Use Policy without prior notice or warning. Non-enforcement of any part of the Acceptable Use Policy does not constitute consent.

All Violations of these Acceptable Uses Policies should be referred to abuse@bluevirtual.com.

Complaints will be investigated promptly.