

## **MASCTECH TECHNOLOGIES – KENYA Terms of services** **as of 09/09/2010**

### **What do "free disk space, data transfer, and email storage" mean?**

It's pretty straightforward: Customers who use MASCTECH TECHNOLOGIES - KENYA can obtain free disk space, data transfer, and email storage if they use their services consistently with these paragraphs.

### **What is appropriate usage?**

MASCTECH TECHNOLOGIES - KENYA is designed to serve the web hosting needs of small, independently owned and operated businesses in a single country. It is not appropriate to use our services to support large enterprises or internationally based businesses with a sustained demand that places undue burden on our systems or negatively impacts use by small, independently owned and operated businesses. MASCTECH TECHNOLOGIES - KENYA is a shared web hosting service, which means that a number of customers' web sites and other email or storage services are hosted from the same server. MASCTECH TECHNOLOGIES - KENYA uses abuse controls to help ensure that use of our services does not adversely affect the performance of our system or other customers' sites. It is not appropriate to use an account primarily as an online storage space or for archiving electronic files.

### **Disk space:**

If you use your services consistently with the Terms of Service and these paragraphs, your site can grow as large as necessary to meet your small business needs, but to ensure a great experience for all, we will place some constraints on how fast you can grow. The vast majority of our customers' sites grow at rates well within our rules, but our abuse controls may cause a brief delay while we evaluate if expansion is appropriate.

### **Data transfer:**

In most cases, if you use our services consistently with the Terms of Service and these paragraphs, visitors to your web site will be able to download and view as much content from your site as they like. However, in certain circumstances, our server processing power, server memory, or abuse controls could limit downloads from your site. You can also upload as much as content as you like each month, subject only to the Terms of Service and the rules that control how fast your site can grow (see above).

### **Email storage:**

You do not have to worry about hitting a storage limit if you use our services consistently with the Terms of Service and these paragraphs. MASCTECH TECHNOLOGIES - KENYA will increase your space along with your appropriate small business needs, but our abuse controls may impact the rate of growth or your folder size, and there may be a short delay while we assess your usage. In some cases, creating additional folders or subfolders will help ensure that the system works well for everyone.

# **ACCEPTABLE USE POLICY & TERMS OF SERVICE**

The following is the entire Acceptable User Policy ("AUP") agreement between MASCTECH TECHNOLOGIES - KENYA ("MASCTECH TECHNOLOGIES - KENYA") and the personal or corporate account holder ("YOU/YOUR/Customer"). MASCTECH TECHNOLOGIES - KENYA provides World Wide Web Hosting, Marketing, and Development. MASCTECH TECHNOLOGIES - KENYA has certain legal and ethical responsibilities consisting with the use of its servers and equipment involved in these services. MASCTECH TECHNOLOGIES - KENYA general policy is to act as a provider of Internet presence. MASCTECH TECHNOLOGIES - KENYA reserves the rights to suspend or cancel a customer's access to any or all services provided by MASCTECH TECHNOLOGIES - KENYA when we decide that the account has been inappropriately used

## **SERVER ABUSE**

Any attempt to undermine or cause harm to a server or customer of MASCTECH TECHNOLOGIES - KENYA is strictly prohibited. MASCTECH TECHNOLOGIES - KENYA will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password theft, security hole scanning, etc. Any unauthorized use of accounts or computers by YOU, whether or not the attacked account or computer belongs to MASCTECH TECHNOLOGIES - KENYA, will result in action against YOU. Possible actions include warnings, account suspension or cancelation, as well as civil or criminal legal action, depending on the seriousness of the attack. IMPORTANT NOTE - MASCTECH TECHNOLOGIES - KENYA has the right to discontinue service, or deny access to anyone who violates our policies or the terms and conditions shown below WITHOUT WARNING or PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to violation of the terms outlined below. YOU may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez sites (including links to/from), cracks, software serial numbers, proxy-relaying, link farming (the act of or by use of scripts), link grinding, link-only sites, spamdexing, FFA (Free-For-All) and/or anything else determined by MASCTECH TECHNOLOGIES - KENYA to be unacceptable use of our services including abuse of server resources. WEB APPLICATIONS and WEB ACCESSIBLE SCRIPTS - All web applications that are out-of-date and actively being exploited will be shut down immediately without prior notice. YOU are responsible for and should evaluate YOUR web-based applications and scripts on a regular basis to ensure their security and orderliness.

Shared hosting accounts may also be terminated if it includes the following content or have links to the following content: Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity; promoting or providing instructional information about illegal activities; promoting physical harm or injury against any group or individual; displaying material containing obscene nudity or pornographic material (not applicable to managed dedicated servers); displaying material that exploits children under 18-years of age; acts of copyright infringement including offering pirated computer programs or links to such programs; information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

### **STORAGE SPACE ABUSE**

MASCTECH TECHNOLOGIES - KENYA will not tolerate any form of storage space abuse. At least 90% of YOUR web pages ("HTML") must be 'linked' with files (GIF, JPEG, etc.) stored on MASCTECH TECHNOLOGIES - KENYA servers. Website that are found to contain either/or no HTML documents, a large number of unlinked files are subject to files deletion or account cancelation at the discretion of MASCTECH TECHNOLOGIES - KENYA Management ("MANAGEMENT"), with or without prior notice. If YOU do not qualify for the free service, disk space will go unmonitored until YOU reach the amount allocated to YOUR specific web hosting plan ("PLAN"). Thereafter, normal website data storage costs \$0.20/1MB/month will be billed to YOUR account. If you want to pre-pay for disk space overages, you will be billed \$0.10/1MB/month. YOU will have 3 days to pay for your overages. Failure to do so will result in YOUR website being disabled within 3 days of YOUR first notice. This does not apply to co-location clients. Co-location clients will be billed for the overages based on switch reports. Co-location clients must pay for the overages IMMEDIATELY once billing or MASCTECH TECHNOLOGIES - KENYA has the sole decision to deactivate any and all servers. MASCTECH TECHNOLOGIES - KENYA will be the sole arbiter as to what constitutes a violation of this provision.

### **BANDWIDTH ABUSE**

The intention of MASCTECH TECHNOLOGIES - KENYA is to provide a large bandwidth to transfer web documents, and not an offsite storage area for electronic files. If YOU violate this condition, YOU will be notified and given 48 hours to remedy the problem. Failure to do so will result in YOU being billed for the overages. If YOU do not qualify for the free service, traffic will go unmonitored until YOU reach the amount of quota allocated to YOUR specific PLAN. Thereafter, normal data transfer cost of \$10.00/1GB/month will be billed to YOUR account. If YOU want to pre-pay for bandwidth overages, YOU will be billed \$5.00/1GB/month. YOU will have 3 days to pay for your overages. Failure to do so will result in YOUR website being disabled within 3 days of YOUR first notice. This does not apply to co-location clients. Co-location clients will be billed for the overages based on switch reports. Co-location clients must pay for the overages IMMEDIATELY once billing or MASCTECH TECHNOLOGIES - KENYA has the sole decision to deactivate any and all servers. MASCTECH TECHNOLOGIES - KENYA will be the sole arbiter as to what constitutes a violation of this provision.

## **UNSOLICITED EMAIL & SPAMMING**

Unsolicited commercial advertisements ("SPAM") are not allowed in e-mail, and will likely result in account cancellation. MASCTECH TECHNOLOGIES - KENYA takes a zero-tolerance approach to SPAM originating from its servers or for spam advertising of domains hosted within our network. If found, we will charge YOU up to \$25 per unsolicited email message sent and delete YOUR account with any prior notice. The following activities are not allowed: SPAM, which includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts (such messages may only be sent to those who have explicitly requested it from your domain); Forging, altering or removing electronic mail headers - any domain sending stealth spam will be terminated without warning and without refund. Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing"); Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. Sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such; Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, YOU must not send that person any further messages. NOTE - If YOU use the services of another provider to promote a website hosted by or through MASCTECH TECHNOLOGIES - KENYA ("spamvertising"), then the provisions of the above policy shall apply as if the SPAM were sent through our servers.

## **99.99% UPTIME GUARANTEE**

(1.) COVERAGE - This 99.99% uptime guarantee applies to any Customer in good financial standing with MASCTECH TECHNOLOGIES - KENYA at the time of a service outage. (2.) SERVICE LEVEL AGREEMENT ("SLA") & SPECIFICATIONS - MASCTECH TECHNOLOGIES - KENYA endeavors to have the content of YOUR website available for http access by any party in the world 99.99% of the time. Network downtime ("unavailability") is defined as 100% packet loss from MASCTECH TECHNOLOGIES - KENYA to its backbone providers. Downtime is measured past 10 minutes after notification of network failure via MASCTECH TECHNOLOGIES - KENYA's online ticketing system. If the ticketing system itself is unreachable, the ticket must be started by calling the MASCTECH TECHNOLOGIES - KENYA NOC. MASCTECH TECHNOLOGIES - KENYA's administrators will determine the end of the downtime by a traceroute to YOUR machine from outside the MASCTECH TECHNOLOGIES - KENYA network. (3a.) SHARED HOSTING CREDITS - In the event that YOUR website is unavailable for less than 100%, MASCTECH TECHNOLOGIES - KENYA will credit the following month's service fee as follows. YOUR credit shall be retroactive and measured in 24 hours a day of a calendar month, with the maximum credit not exceeding 50% of the monthly service charge for the affected month. Monthly Uptime Credit:

- 95% to 99.9% - YOUR account will be credited 10% of your monthly hosting fee
- 90% to 94.9% - YOUR account will be credited 20% of your monthly hosting fee

89.9% or below - YOUR account will be credited 50% of your monthly hosting fee (3b.)  
**MANAGE DEDICATED SERVERS** - For managed dedicated server Customers, if the uptime is between 98.9% and 99.9% for any particular month, credit shall be retroactive and equivalent to the difference between the guaranteed level of availability of the Customer's services during the month and the calculated actual level of availability of the Customer's services, multiplied by the actual charges incurred by YOU for the services during that monthly period. In addition, for managed dedicated servers, YOU may be entitled to additional credits as calculated below measured 24-hours a day in a calendar month, with the maximum credit not to exceeding 25% of the monthly service charge for the affected month. In order for YOU to receive a credit on YOUR account, YOU must request such credit within seven (7) days after YOU experienced the downtime. You must request credit by sending an e-mail message to [billing@nasctechtechnologies.com](mailto:billing@nasctechtechnologies.com). For security, the body of this message must contain YOUR account number, the dates and times of the unavailability of YOUR website, and such other customer identification requested by MASCTECH TECHNOLOGIES - KENYA. Credits will usually be applied within sixty (60) days of YOUR credit request. Credit to YOUR account shall be YOUR sole and exclusive remedy in the event of an outage. (4.) **RESTRICTIONS** - Credit shall not be provided to YOU in the event that you have any outage resulting from:

- scheduled maintenance as posted from time to time at MASCTECH TECHNOLOGIES - KENYA,
- your behavior or the performance or failure of your equipment, facilities or applications,
- circumstances beyond MASCTECH TECHNOLOGIES - KENYA's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration/transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site,
- YOU breaking any agreement policy in MASCTECH TECHNOLOGIES - KENYA's "Terms & Conditions and AUP" causing a machine to fail as a result.

## **TECHNICAL SUPPORT BOUNDARIES**

MASCTECH TECHNOLOGIES - KENYA provides technical support for YOU that encompasses within our area of expertise only. Such expertise includes assistance, troubleshooting, and debugging of our cPanel control panel interface, servers within our immediate responsibility and any other hosting related issues. However, in under no circumstances is MASCTECH TECHNOLOGIES - KENYA neither obligated to help YOU in the installations of new application modules, templates and/or programming languages, nor in providing assistance for any errors produced by any applications that have been modified by YOU previously. We will only provide assistance in making sure any EasyApps applications that are installed through the cPanel control panel interface are installed as directed.

## **CGI SCRIPTS**

Each shared web hosting account comes with its own CGI-BIN. YOU are free to use any CGI scripts YOU wish, however we reserve the rights to disable any CGI script that effects normal shared server operation without prior notice. (this section does not apply to managed dedicated servers)

## **CHAT ROOMS**

We do not allow YOU to install YOUR own chat rooms within a shared hosting account, without approving it with MASCTECH TECHNOLOGIES - KENYA. This includes, but not limited to, chat applications written in PHP, Perl, CGI, Python, Ruby, etc. Any web application that provides 'real-time' chat is also not permitted. Most chat rooms tend to be large system hogs and we cannot allow it as an account option. However, web based forums such as vBulletin, phpBB or similar forum scripts are acceptable.

## **FILE SERVER**

MASCTECH TECHNOLOGIES - KENYA installed and provides special file-servers in our network infrastructure for YOUR benefit as a means of storage for electronic files and applications that are not dynamically generated and is downloadable in nature. Files such as MP3, AVI, MID, MIDI, MPG, MPEG, MOV, ZIP, RAR, EXE and anything else we deemed as downloadable and not dynamically generated scripting languages are to be stored within these file-servers, away from the web-servers. This Policy does not apply for image files formats such as JPG, JPEG, GIF, PNG, and BMP. In addition, all electronic files stored within MASCTECH TECHNOLOGIES - KENYA's file-servers must be legally-owned and be accompanied with a valid license and/or copyright. This include and is not limiting to MP3, AVI, MID, MIDI, MPG, MPEG, MOV, EXE, ISO. Should we discover any unlicensed and/or illegal files within YOUR account, the files will be subjected to deletion without any further notifications. File-servers will not be backed up. YOU are advised to have YOUR own backup locally or elsewhere other than within the MASCTECH TECHNOLOGIES - KENYA's servers. If YOU are found to not adhere to this Policy, the offending material(s) will be deleted from YOUR hosting account without any prior notice. This service is only available for MASCTECH TECHNOLOGIES - KENYA's SHARED-HOSTING customers.

## **SMTP MAIL SERVER ABUSE**

We do not allow YOU to send outbound mail to more than 20 recipients at any one given time and/or more than 1,000 pieces of e-mail per day from a shared hosting account with a maximum filesize of 20MB per email message. If YOU violate MASCTECH TECHNOLOGIES - KENYA policies persistently in email activities, YOUR account will be suspended and deleted.

## **BACKGROUND RUNNING PROGRAMS**

We may allow programs to run continually in the background. These are considered on a one-to-one basis and an extra charge will be incurred based on system resources used and operational maintenance needed. (This section does not apply to managed dedicated servers).

## **IRC**

We currently do not allow IRC or IRC bots to be operated on our servers. IRC servers are not permitted on our network. YOU can however, install IRC clients on managed dedicated

servers. The installation and/or execution of a script and/or binary that runs in the background or listens to any given port are also strictly prohibited.

## **PAYMENT POLICIES**

All accounts are set up on a pre-pay basis. Setup fees are charged for all new accounts as well as major account changes and are non-refundable. All pricing is guaranteed for the term of pre-payment. MASCTECH TECHNOLOGIES - KENYA reserves the right to change prices at any time, unless other terms have been agreed upon. Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to suspension. YOU are responsible for all fees owed on the account from the time it was established to the time that YOU notifies MASCTECH TECHNOLOGIES - KENYA to request for termination of services. All payment is in U.S. currency. MASCTECH TECHNOLOGIES - KENYA will bill each client \$50 per returned check, per wire transfer received and per credit card chargeback received. All MASCTECH TECHNOLOGIES - KENYA accounts are setup on anniversary billing cycles. YOUR particular billing cycle corresponds to the contract length that was initially chosen at setup. YOUR account will automatically renew at this length. There is no fee to change to a shorter billing cycle at the end of the current cycle. However, if you wish to change to a shorter billing cycle during a current cycle, there will be a \$50.00 fee. Please contact the billing department at [billing@masctechnologies.com](mailto:billing@masctechnologies.com) should you wish to change your anniversary billing cycle.

## **CANCELATION OF SERVICE**

MASCTECH TECHNOLOGIES - KENYA reserves the right to cancel a service at any time. All fees paid in advance of cancellation will be pro-rated and paid by MASCTECH TECHNOLOGIES - KENYA if we institutes our right of cancelation. Any violation of policies which results in extra costs billed to YOU (i.e. transfer, space etc.). All of MASCTECH TECHNOLOGIES - KENYA's PLANS are backed by a 30-day money back guarantee. If YOU are not completely satisfied with our services or support within the first 30 days of YOUR contract, YOU will be given a full refund of the contract amount excluding setup fees, domain registration fees, add-on/upgrade fees and overages. Setup fees are refundable only if the account order is canceled prior to account activation. If YOU cancel, the full contract amount less any setup fees and overages will be refunded if MASCTECH TECHNOLOGIES - KENYA is notified within the first 30 days following activation. This policy does not apply to any additional services such as overages, referrer logs, real audio/video, additional disk space, additional pop accounts, domain registration fees, etc. For credit card payment, refunds will be made to a PayPal account made available by the Customer after the 120th day. Refund policy will not be made available to Customers using wire transfers. All account cancelations must be done via our cancelation form at YOUR hosting account control panel. Phone or email requests will not constitute acceptance of any cancelation.

## **PROMOTIONAL RATES & SPECIAL OFFERS**

MASCTECH TECHNOLOGIES - KENYA may offer subsequent promotional rates or special offers, the terms of which may or may not be more favorable than the terms and

conditions for YOUR Services. Any such promotions or modifications shall not affect YOUR obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Different promotional fees and special offers may not be combined together.

## **INTELLECTUAL PROPERTY RIGHTS**

Material accessible to you through MASCTECH TECHNOLOGIES - KENYA's services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets and proprietary information. Except when expressly permitted by the owner of such rights, YOU must not use MASCTECH TECHNOLOGIES - KENYA or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material that you access or receive through the MASCTECH TECHNOLOGIES - KENYA network. If YOU use a domain name in connection with MASCTECH TECHNOLOGIES - KENYA or similar service, YOU must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

## **NETWORK SECURITY**

Customers may not use the MASCTECH TECHNOLOGIES - KENYA network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for YOU, logging into a server or account YOU are not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. YOU may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. MASCTECH TECHNOLOGIES - KENYA will cooperate fully with investigations for violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

## **ELECTRONIC COMMERCE**

YOU will be solely responsible for the development, operation and maintenance of YOUR online store and products along with all content and materials appearing online or on YOUR products, including without limitation: (a.) the accuracy and appropriateness of content and materials appearing within the store or related to YOUR products, (b.) ensuring that the content and materials appearing within the store or related to YOUR products do not violate or infringe upon the rights of any third party, and (c.) ensuring that the content and materials appearing within the store or related to YOUR products are not libelous or otherwise illegal. YOU will be solely responsible for the final calculation and application of shipping and sales tax. YOU will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising there from. YOU are also responsible for the security of any customer credit card numbers and related customer information YOU may access as a result of conducting electronic commerce transactions through YOUR website. YOU will keep all such information confidential and will use the same degree of care and security as YOU use with your confidential information.



## **STATIC & DYNAMIC CONTENT CACHING**

YOU expressly (i) grant to MASCTECH TECHNOLOGIES - KENYA a license to cache the entirety of YOUR website, including content supplied by third parties, hosted by MASCTECH TECHNOLOGIES - KENYA under this Agreement and (ii) agree that such caching is not an infringement of any of YOUR intellectual property rights or any third party's intellectual property rights.

## **IP ADDRESS OWNERSHIP**

MASCTECH TECHNOLOGIES - KENYA shall maintain and control ownership of all IP numbers and addresses that may be assigned to YOU by MASCTECH TECHNOLOGIES - KENYA. MASCTECH TECHNOLOGIES - KENYA reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

## **DOMAIN NAME REGISTRATION**

YOU agree to pay MASCTECH TECHNOLOGIES - KENYA prior to the effectiveness of the desired domain name registration, the then-current amount set forth in the MASCTECH TECHNOLOGIES - KENYA price schedule for the initial registration of the domain name and, should YOU choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if YOUR domain name registration is suspended, canceled or transferred prior to the end of YOUR then current registration term. MASCTECH TECHNOLOGIES - KENYA reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. YOUR requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed YOUR registration in an email from MASCTECH TECHNOLOGIES - KENYA to the email address indicated in YOUR registration application. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by MASCTECH TECHNOLOGIES - KENYA) in connection with the payments of the registration fee for YOUR domain name registration, YOU agrees and acknowledges that the domain name registration shall be transferred to MASCTECH TECHNOLOGIES - KENYA as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. MASCTECH TECHNOLOGIES - KENYA will reinstate YOUR domain name registration solely at MASCTECH TECHNOLOGIES - KENYA discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee. Transfer domain registrar to MASCTECH TECHNOLOGIES - KENYA YOU agree to pay MASCTECH TECHNOLOGIES - KENYA prior to the effectiveness of the desired domain name transfer request, the then-current amount set forth in the MASCTECH TECHNOLOGIES - KENYA price schedule for the initial transfer request of the domain name. YOU agree and acknowledge that the domain name transfer will fail, and all fees are non-refundable, for the following reasons, but not limited to:

- No response from the Registered Name Holder or Administrative Contact
  - Domain name in Registrar Lock Status
  - Domain name registration period time expires or other constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer
- MASCTECH TECHNOLOGIES - KENYA reserves the right to change fees, surcharges,

renewal fees or to institute new fees at any time, for any reason, at its sole discretion. YOUR requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed YOUR registration in an email from MASCTECH TECHNOLOGIES - KENYA to the email address indicated in YOUR registration application. In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by MASCTECH TECHNOLOGIES - KENYA) in connection with the payments of the registration fee for YOUR domain name registration, YOU agrees and acknowledges that the domain name registration shall be transferred to MASCTECH TECHNOLOGIES - KENYA as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. MASCTECH TECHNOLOGIES - KENYA will reinstate YOUR domain name registration solely at MASCTECH TECHNOLOGIES - KENYA discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee. Transfer domain registrar away from MASCTECH TECHNOLOGIES - KENYA MASCTECH TECHNOLOGIES - KENYA reserves all rights, without limitation, to reject the domain name transfer request for the following reasons, but not limited to:

- No response from the Registered Name Holder or Administrative Contact
- Domain name in Registrar Lock Status and there is no request from Registered Name Holder or Administrative Contact for the status change
- Domain name registration period time will be expiring in less than 60 days or other constraints, other than during the first 60 days of initial registration or during the first 60 days after a registrar transfer YOU agree and acknowledge that the failure or success of a domain name transfer will be his/her sole responsibility, and MASCTECH TECHNOLOGIES - KENYA will not be held liable for the failure of a domain name transfer for any reason.

## **LAWFUL PURPOSE**

MASCTECH TECHNOLOGIES - KENYA reserves the right to refuse service to anyone. YOU may only use MASCTECH TECHNOLOGIES - KENYA server for lawful purposes and our services may not be used for illegal purposes or in support of illegal activities. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. If anything is not legal in Kenya or in the United States of America, it is not permitted to reside on our servers. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes but not limiting material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: "Pirated Warez", OGG, AVI, MPEG, ISO, "Hacker programs or archives", "Copyrighted Digital Movie Copies (DIVX)" and "Unlicensed MP3". The designation of any materials as such described above is left entirely to the discretion of MASCTECH TECHNOLOGIES - KENYA management. If illegal content or usage is found, the account will be suspended and/or terminated. YOU agree that MASCTECH TECHNOLOGIES - KENYA may disclose any and all YOUR information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification. Regardless of the place of signing this agreement, YOU agree that for purposes of venue this contract is entered in Nairobi, Kenya, and any dispute will be litigated or arbitrated in Nairobi, Kenya. Defendants further waive all objections to venue and acknowledge that venue in any such litigation will

be held in Kenyan courts. IN NO EVENT SHALL MASCTECH TECHNOLOGIES - KENYA'S MAXIMUM LIABILITY EXCEED FIVE HUNDRED (\$500.00) DOLLARS.

### **INDEMNIFICATION**

YOU AGREE THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD MASCTECH TECHNOLOGIES - KENYA HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST MASCTECH TECHNOLOGIES - KENYA, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY YOU, YOUR AGENTS, EMPLOYEES OR ASSIGNS. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MASCTECH TECHNOLOGIES - KENYA AGAINST LIABILITIES ARISING OUT OF: (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH MASCTECH TECHNOLOGIES - KENYA'S SERVER. (2) ANY MATERIAL SUPPLIED BY THE CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM MASCTECH TECHNOLOGIES - KENYA'S SERVER.

### **DISCLAIMER**

MASCTECH TECHNOLOGIES - KENYA WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. MASCTECH TECHNOLOGIES - KENYA MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. MASCTECH TECHNOLOGIES - KENYA DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY MASCTECH TECHNOLOGIES - KENYA AND ITS EMPLOYEES. MASCTECH TECHNOLOGIES - KENYA RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME. ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF MASCTECH TECHNOLOGIES - KENYA MUST ADHERE TO THE ABOVE POLICIES. FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT CANCELATION.

### **PRIVACY STATEMENT**

MASCTECH TECHNOLOGIES - KENYA follows the strict guidelines of our customer privacy statement. Please make sure you understand this statement fully.