

AstraGate, Inc.

AstraGate General Service and Hosting Service Policy

AstraGate (AGI) provides web site hosting and email services and Internet access services and data storage and IP services. In this agreement, the term AGI will refer to both AstraGate and company operating AstraGate. All services provided by AGI may be used for lawful purposes only. AGI reserves the right to refuse service and/or access to its servers to anyone. Client is bound by this agreement upon any AGI service purchase. AGI reserves the right to suspend or cancel any client's access to any portion or all of AGI services, when AGI deems that the account has been used inappropriately.

AGI prohibits sites engaged in:

ILLEGAL ACTIVITIES including but not limited to storing and/or distributing illegal copies of copyrighted software, warez sites, violating trademarks and copyrights, violating U.S. laws, violating U.S. Federal export laws, selling and/or distributing illegal contraband.

INTERNET ABUSE including but not limited to spamming - mass unsolicited Emailing (spamming), distribution of mass emailing programs, cross-posting messages to large number of Usenet groups, posting obscene or inflammatory messages, threatening other Internet users, mail bombing Internet users, subscribing other Internet users to list services or mailing lists, running packet sniffers or port scanners, and spamming our support staff. Policy violators are responsible for a 500 dollar clean up fee.

SYSTEMS ABUSE including but not limited to use of excessive CPU resources, use of excessive disk space, use of excessive email storage space, attempting to gain access to root and other clients' accounts (hacking), installing continuously running programs, and reselling CGI scripts.

While AGI does not censor user's web sites, our policy prohibits ADULT sites. The determination of what is "adult content" and prohibited shall be solely made by AGI.

Should a policy violation occur, AGI reserves the right to terminate the account without notice and the client will be held responsible for any damages to AGI's business, system, servers, connectivity, reputation, service, network, operations, or equipment resulting from their actions including, but not limited to, government actions, vandalism, retaliation, and claims of libel, unfair competition, infringement of patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.

WEB SITE CONTENT AND DEVELOPMENT

The client is responsible for programming and for uploading their web site to our web servers. AGI does not provide free web site development, consulting, programming, or debugging services. The client is responsible for keeping a complete and current copy of their web site files as backup on a remote system (not on AGI servers). AGI is not responsible for any lost files, information, or data.

AGI's backup tapes are for backing up our system configurations and databases and are NOT for keeping backups of client web sites. Should any data need to be recovered from AGI's backup tapes, there will be a restoration charge of \$80. AGI does not guarantee to possess the most current copy of a client's website.

SUPPORT

Technical support is provided via email and phone. The first contact with AGI is through email. The client agrees not to spam our support staff and follow standard Internet etiquette.

PAYMENT POLICY

All services are provided on a prepayment basis. AGI accepts credit card payment, check payment, and wire transfers. All monetary transactions will occur in \$US currency. For new accounts, once an order is successfully submitted, the client is subject to AGI's refund policy.

Prepayment/Billing Cycle

Billing cycle will be according to the price plan indicated on clients order (examples: monthly, annual, semi-annual). An account billing cycle begins on the date the account is processed. Recurring billing cycles will begin on the same day of the month and end on the day prior to the beginning of the next billing cycle. Accounts that began on the 29, 30, or 31 will experience some variation, depending on how many days are in a particular month. Typically, a promotion billing cycle will become a monthly cycle automatically after the promotion period is over, unless requested otherwise by client. If client got a promotion deal, then after a promotion prepayment period has ended, the client account will automatically be converted to a month-to-month price plan and cycle, unless the client requests a different price plan, which normally has a different recurring prepayment cycle.

Credit Card

AGI accepts Visa, Mastercard, American Express, and Discover. No security deposit or additional processing fee applies. If payment is by credit card, the client authorizes AGI to charge the credit card provided for those charges for AGI services to be rendered, any past due balances, and overage charges in order to bring the account current. Credit card payments will be charged automatically on the first day of the billing cycle. Should any delays occur in credit card processing on the first day of the client's billing cycle, AGI may charge the amount due to the provided card at any time.

Checks

Checks, bank drafts, and money orders are accepted for prepayments that are three months or longer. If a Month-to-Month price plan is chosen, then a prepayment of three months worth is accepted. NSF (non-sufficient funds) checks, money orders, or bank drafts are subject to an additional \$30 returned check fee. If the client is set up to pay by credit card and decides to pay by check or money order, the client agrees to notify AGI prior to making payment.

Wire Transfer

Wire transfers are accepted only for non-US clients who are under the advanced prepayment plan. Wire transfers require an additional \$25 wire transfer processing fee.

InterNIC Fee

InterNIC payments are separate from AGI fees and will be billed directly to the domain owner. The client is responsible for timely payments to InterNIC for domain name ownership.

Billing Notification

Unless a special arrangement is made, no invoice is emailed or mailed for recurring billing cycles such as monthly, annually, quarterly, or semi-annually. Any notifications of billing will occur through email. Non-US clients will only receive invoices through email. AGI may choose to mail notifications and/or invoices instead.

REFUNDS

Setup Fees are not refundable.

Amounts that are refundable are issued under the following circumstances:

1. An account is cancelled within the initial 15-day money back guarantee period
2. An account is cancelled and has a credit balance with AGI. An account is overpaid or otherwise has established a credit with AGI and the client desires a refund of that credit while they remain an active client
4. An account is prepaid but has cancelled before the due date of the prepayment.

If an account is cancelled for any reason, there will be no prorated refunds due for any prepaid period. If payment to AGI has been made via credit card then a refund related to those funds will only occur to that credit card. If payment to AGI has been made via check or wire transfer, a refund related to those funds will occur via check. All refunds are in \$US currency. Monies are NOT adjusted due to international currency value fluctuations. If a client has credit due to referral credits, then there will be no refunds for that credit. Referral credits are only applied to hosting fees and do not have cash value. Refunds are processed twice a month.

15 Day Money Back Guarantee

If the client is not satisfied with AGI's services, and cancels within the first fifteen (15) days, then they will be refunded all amounts minus the setup fee.

PREPAYMENT ACCOUNT RENEWAL

We make it simple for clients by not having a renewal for accounts. Recurring prepayments are due according to the price plan cycle (i.e. monthly, semi-annual, annual) client chose or until client cancels service.

CREDIT CARD FAILURES

If the provided credit card fails authorization or is declined, an email will be sent asking client to update the credit card information. The client will have ten (10) days from the beginning of their billing cycle or from the date the email notice was sent, whichever occurs later, to update their credit card information or free up their credit line so that the charge may go through. Should the credit card charge fail a second time, AGI reserves the right to suspend or terminate the account immediately. A notice will be emailed or mailed to inform the client of the failed credit card charge. If the billing issue is not resolved within ten (10) days from the second notice date, the account will be closed. For new accounts, should the provided card fail to authorize payment for the initial charge, the account is automatically suspended or is not setup. If the account is closed and amounts remain severely past due, then account will be sent to a collection agency.

CHECK PAYMENT SCHEDULE

Services and account setup will begin only after initial payment is received. If paying by check, AGI must receive the check by the due date of each new billing cycle. If the check is not received, a notice will be emailed. The client has ten (10) days from the beginning of the new billing cycle or date of notice to get their check to AGI. If payment is not received, the account will be suspended. If the billing issue is not resolved within twenty (20) days from the beginning of the new billing cycle or date of notice, the account will be closed. Again, if the account is closed and amounts remain severely past due, then account will be sent to a collection agency.

ACCOUNT REACTIVATION

If an account was closed due to client request or billing issues and the client desires to reactivate the account, it might be possible to reactivate an account. The client is required to first pay any outstanding balances. If the client information has been purged from our database, the client is responsible for setup fees. If the cancellation was due to credit card charge back, AGI must approve the reactivation of the account. If the client was grossly negligent in payment and wishes to reactivate an account, AGI may require a deposit. This will be determined on a case-by-case basis. AGI cannot issue the same IP address as previously and the site may experience DNS caching. The client is responsible for re-uploading their web site files. AGI is not responsible for any lost files, information, or data. If an account was cancelled due to policy violation, AGI will not reactivate the account.

CHARGE BACKS

If client requests a credit card Charge Back or a credit card Charge Back is initiated by client, and the Charge Back is ruled in our favor or the Charge Back is recognized as false by AGI, or we have already refunded an amount for which a Charge Back is requested, then a \$35 processing fee (False Chargeback Fee) will be applied. This \$35 processing fee is in addition to any other balances due, and it is due immediately upon client being informed via email or mail, regardless of the status of client's account (i.e. active, closed, suspended, or in dispute). We will charge client's credit card the \$35 processing fee, unless payment method for client's account is by check or some other means.

CANCELLATION/CLOSURE

AGI reserves the right to terminate service at any time. If an account is terminated for a policy violation, AGI may choose to (but not required to) refund portions for services not rendered, however monthly fees are not prorated. AGI reserves the right to delete the policy violating web site content without notice.

Account or service cancellations by client must be done at least one day prior to prepayment due date. AGI must receive a formal request to cancel via email to billing@AstraGate.net. A clients cancellation request must be clearly indicated by explicitly using such a phrase as "close account", "terminate account", "cancel service(s)", and indicate which service and/or account should be canceled. The client is responsible for removing all web site files and emails from our servers prior to cancellation. If client cancels account or service on or after the prepayment due date, then the full prepayment is to be paid immediately by client. After a cancellation request, AGI reserves the right to delete all web site files and emails related to the account without notice. All access will be disabled upon cancellation.

PRIVACY

AGI is dedicated to ensuring our client's right to privacy. Our systems do store personally identifiable information on our clients. This private information is only used for facilitating our web hosting services, which may include charging credit cards, contacting our clients in the event of an emergency or contacting our clients for advanced notification of any events that will affect their web hosting account. In no way shall AGI sell our client's personal information.

Cookies

AGI does make use of cookies in our web site properties. The cookie that AGI uses does not store any personal information. AGI does reserve the right to perform statistical analyses of visitor behavior and characteristics in order to measure the interest level and web site usage of the different areas of the site. The purpose of this analysis will be to improve our services, service offerings and to improve our web site.

INDEMNIFICATION

Client agrees to defend, indemnify and hold harmless AGI against any liabilities arising out of defective products sold to customers from AGI servers, personal injury or property damage caused by products or services sold or distributed from AGI servers, any material that infringes or allegedly infringes the rights of a third party available from AGI servers, and any material that libels or allegedly libels a third party available from AGI servers.

DISCLAIMER

AGI's web site properties may contain technical inaccuracies or typographical errors. Changes to AGI's web site properties may be periodically made. Every good faith effort will be made to keep the web site content accurate and up to date. AGI reserves the right to make improvements and/or change our web site at any time without notice.

USE OF AGI'S WEB HOSTING SERVICE IS AT THE CLIENT'S SOLE RISK. AGI'S SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. Neither AGI, its employees, affiliates, third party services, merchant licensors or the like, warrant that AGI's web hosting service will not be interrupted or error free. AGI will make every good faith effort to ensure that its web servers are available to as many Internet users as possible and that there is minimal interruption of service as possible

In no circumstance will AGI, its partners, its employees, or its affiliates be liable for any claims, any action either direct, indirect, special, incidental, or consequential, or any damages either punitive or alleged to have resulted, including loss of profits, from the use of or inability to use AGI's service, from service interruptions, from customer errors or problems with their Internet connectivity, from the client's equipment or available technology, from unauthorized access to AGI servers, from communication failure, from bandwidth congestion or interruptions, or from acts of God

MODIFICATION OF TERMS AND CHARGES

AGI reserves the right to change rates and otherwise modify provisions of this Agreement by notifying client at least thirty (30) days before the effective date of the change, by written or online notice. An online notice includes updates to website posted rates, and website posted copy of this Agreement. Your use of AGI services after such notice shall constitute customers acceptance of the modifications to this Agreement.

SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and all other provisions are unaffected.

NOTICES

Except as otherwise provided herein, all notices from client shall be in writing and mailed to:

AstraGate, Inc.
P.O Box 2543
Santa Clara, CA 95055-2543

GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the state of California, and County of Santa Clara, except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly included.

WAIVER. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

U.S. GOVERNMENT RESTRICTED RIGHTS. Use, duplication or disclosure of Software and Documentation by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or at 252.211-7015, and in similar clauses in the NASA FAR Supplement.

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