Terms of Service

The use of services from Global Vista Technologies, Inc. (dba VistaWorks) [hereafter referred to as "VistaWorks"] constitutes agreement to these terms. You may view our Privacy Policy here http://vistaworkshosting.com/privacy.htm

VistaWorks may modify this Agreement from time to time, with or without notice, and your continued participation in the Program after such modification shall be deemed to be your acceptance of any such modification. Modifications to the TOS shall not be grounds for early contract termination or non-payment. It is your responsibility to check this Terms and Conditions page regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease any type of participation in the Program.

By activating your account with our VistaWorks, you agree to the above policies and disclaimer. Upon requesting an account, you are required to accept the terms listed in our TOS.

Termination of Service:
The customer reserves the right to cancel service with the provider at any time during a billing term. Cancellations will occur at the end of the current billing cycle. Cancellations must be requested via the control panel ticket system, phone or in writing. VistaWorks reserves the right to terminate your service for any action deemed unacceptable by VistaWorks rules. You should understand and agree that VistaWorks shall be the sole determiner in cases of suspected abuse, fraud or violation of its rules and any decision it may make relating to termination of membership (including cancellation of commissions) shall be final and binding.

Account Setup / Email on file
We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. If you have a domain name registered with VistaWorks, it is your responsibility to ensure that the contact information for your domain account and your actual domain name(s) is correct and up-to-date. VistaWorks is not responsible for a lapsed registration due to outdated contact information being associated with the domain. If you need to verify or change this information, you should contact our sales team via email. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

Ownership
The credit card holder which is utilized for payment on the account is designated as the authorized owner of the account.

Dedicated IP Address Allocation

Any dedicated IP order in addition to ones provided with a hosting package may be subject to IP Justification. Justification practices are subject to change to remain in conformity with policies of American Registry for Internet Numbers (ARIN). We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.

<u>Content</u>

All services provided by VistaWorks may only be used for lawful purposes. The laws of the State of Colorado and the United States of America apply.

The customer agrees to indemnify and hold harmless VistaWorks from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email mailto:abuse@vistaworkshosting.com with the information required. A list of required information may be found here. If the request is of a licensing issue, we may require further documentation.

Examples of unacceptable material on our servers include:

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery/Gambling Sites
- MUDs/RPGs/PBBGs
- Hacker focused sites/archives/programs
- Sites promoting illegal activities

- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Push button mail scripts
- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)
- Tell A Friend Scripts
- Anonymous or Bulk SMS Gateways

VistaWorks services, including all related equipment, networks and network devices are provided only for authorized customer use. VistaWorks systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of VistaWorks system(s) constitutes consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control must be with expressed written consent from the third party. VistaWorks may, at its discretion, request and require documentation to prove access to a third party network or system is authorized.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via troubleticket/email and will have a response within 48 hours.

Sites hosted by VistaWorks are regulated only by U.S. law. Given this fact, and pursuant to Section 230(c) of the Communications Decency Act, we do not remove allegedly defamatory material from domains hosted on our services. The only exception to this rule is if the material has been found to be defamatory by a court, as evidenced by a court order. VistaWorks is not in a position to investigate and validate or invalidate the veracity of individual defamation claims, which is why we rely on the legal system and courts to determine whether or not material is indeed considered defamatory. In any case in which a court order indicates material is defamatory, libelous, or slanderous in nature; we will disable access to the material. Similarly, in any case in which a US Court has placed an injunction against specified content or material; we will comply and remove or disable access to the material in question.

The language of Section 230(c) of the Communications Decency Act fundamentally states that Internet services providers like VistaWorks are republishers and not the publisher of content. Our service merely provides a hosting platform and space on which to host content, and any creation or publication of content on our services is the sole responsibility of the third-party user which creates or publishes the content. Therefore, VistaWorks should not be held liable for any allegedly defamatory, offensive or harassing content published on sites hosted under VistaWorks' webhosting services.

If in doubt regarding the acceptability of your site or service, please contact us at mailto:abuse@vistaworkshosting.com and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Violations will be reported to the appropriate law enforcement agency.

Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

Zero Tolerance Spam Policy
VistaWorks is committed to a zero-tolerance, anti-Spamming policy. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either: Over the VistaWorks network, by customers or any other users of the VistaWorks network (including customer's customers); AND/OR over ANY network if the message sent advertises or mentions a site hosted on our server. We also prohibit the selling products that can be used for spamming.

We react quickly and seriously to violations and we further reserve the right to terminate the services without prior notice of any customer disregarding this policy.

Please read http://www.VistaWorksHosting.com/mailpolicy.htm for our generalized mail policy.

VistaWorks reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

VistaWorks reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of VistaWorks.

If you have any complaints or comments regarding Spam on our network, please direct them via help desk to support.

Refusal of Service:
We reserve the right to refuse, cancel or suspend service at our sole discretion.

Payment Information
You agree to supply appropriate payment for the services received from VistaWorks, in advance of the time period during which such services are provided. You agree that until and unless you notify VistaWorks of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Cancellations must be done in writing. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you in writing (typically email) that your account has been canceled. Your cancellation confirmation will contain a ticket/tracking number in the subject for your reference, and for verification purposes. You should immediately receive an automatic "Your request has been received..." email with a tracking number. An employee will confirm your request (and process your cancellation) shortly thereafter. If you do not hear back from us, or do not receive the automatic confirmation email within a few minutes after submitting your cancellation, please contact us immediately via phone. We require that cancellations of service are done in writing to indicate that you are prepared for all files/emails to be removed as well as to document the request. This process reduces the likelihood of mistakes, fraudulent/malicious requests, and ensures you are aware that the files, emails, and account may be removed immediately after a cancellation request is processed.

As a client of VistaWorks, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree that until and unless you notify VistaWorks of your desire to cancel any or all services received (by the proper means listed in the appropriate section of the Terms of Service), those services will be billed on a recurring basis, unless otherwise stated in writing by VistaWorks. Charges shall commence to accrue on the date that our VistaWorks provides service to Customer. Service includes, but is not limited to web design, consulting, administration, advertising, marketing, software development, hosting and other non-hosting activities, etc.

Payments are due on the anniversary date of the service. Any additional charges, including, but not limited to, any late fees, finance charges, returned check fees, and any usage-based charges, including, but not limited to, bandwidth overages, web design, consulting, administration, advertising, marketing, software development, shall in general be invoiced in arrears and shall appear on the monthly invoices for Services and Products or as separate invoices. Some services including but not limited to web design, consulting, advertising, marketing, software development require an advance deposit. This deposit will in general be 50% of the estimated cost of the requested services, but may vary on a case by case basis. All late fees, finance charges, returned check fees, and any usage-based charges, including, but not limited to, bandwidth overages, web design, consulting, administration, advertising, marketing, software development, etc are not refundable.

VistaWorks reserves the right to bill your credit card or billing information on file with us. VistaWorks provides a 15 day grace period from the time the invoice is generated and when it must be paid. VistaWorks reserves the right to lock any account after delinquent payments or failure to make payment arrangements 15 days after your invoice is due. Such termination or denial will not relieve Subscriber of the responsibility for the payment of all accrued charges and any collection fees. Any invoice that is outstanding for 15 days and not paid will result in a $10 late fee and/or an account suspension until account balance has been paid in full. The $10 late fee is applied in addition to whatever else is owed to VistaWorks for services rendered. Access to the account will not be restored until payment has been received.

Intellectual Property Ownership

VistaWorks shall retain all copyright, patent, trade secret, and other intellectual property rights VistaWorks may have in anything created or developed by for a Client where applicable. Were applicable, VistaWorks grants Client a nonexclusive worldwide license to use this product for the purpose of developing and marketing its products, but not for the purpose of marketing this product separate from its products. The license shall have a perpetual term and may not be transferred by

Client. This license is conditioned upon full payment of the compensation due Consultant under this Agreement.

Client shall retain ownership and intellectual property rights in anything created or developed by VistaWorks for Client under any prior agreements. This ownership is conditioned upon full payment of the compensation due Consultant under any of prior agreements.

VistaWorks' Materials

VistaWorks owns or holds a license to use and sublicense various materials in existence. VistaWorks may, at its option, include its Materials in the work performed under any prior agreement.

VistaWorks retains all right, title, and interest, including all copyright, patent rights, and trade secret rights in VistaWorks' Materials. Subject to full payment of the any fees due under any prior agreements, VistaWorks grants its clients a nonexclusive worldwide license to use VistaWorks' Materials.

The license shall have a perpetual term and may not be transferred by Client. Client shall make no other commercial use of VistaWorks Materials without VistaWorks written consent.

Fees
Reconnect fee - Any account that is suspended due to non payment will be charged an additional reconnect fee in the amount of $35.00 (USD).

Domain Renewals

It is the customer's responsibility to notify our sales team via email at sales-team@VistaWorksHosting.com after paying for a domain renewal and to ensure the email is received and acted upon. Domain renewal notices and invoices are provided as a courtesy reminder and VistaWorks cannot be held responsible for failure to renew a domain or failure to notify a customer about a domain's renewal.

Subsequently, domain renewals are billed and renewed 30 days before the renew date. It is the customer's responsibility to notify our sales team via email at sales-team@VistaWorksHosting.com for any domain registration cancellation. No refunds can be given, once a domain is renewed. All domain registrations and renewals are final.

VistaWorks reserves the right to change the monthly payment amount and any other charges at anytime.

Backups and Data Loss
Your use of this service is at your sole risk. Our backup service may run as infrequently as once a week, it may overwrite any of our previous backups made, and potentially only one week of backups are kept. This service is provided to you as a courtesy. VistaWorks is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on VistaWorks servers.

Cancellations
The customer reserves the right to cancel service with VistaWorks at any time during a billing term. Cancellations will occur at the end of the current billing cycle. Cancellations must be requested via the

control panel ticket system, phone or in writing. VistaWorks reserves the right to terminate your service for any action deemed unacceptable by VistaWorks rules.

You should understand and agree that VistaWorks shall be the sole determiner in cases of suspected abuse, fraud or violation of its rules and any decision it may make relating to termination of membership (including cancellation of commissions) shall be final and binding.

Bandwidth Usage
You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

Service Liability:
VistaWorks shall not be liable or be in default for outages caused by equipment and/or events not under the direct control of VistaWorks, nor any other unforeseeable event, including scheduled outages and/or emergency outages and repairs. VistaWorks shall not be deemed to be in default of any provision of this agreement or be liable for any failure of performance of the services resulting, directly or indirectly from any: weather conditions, natural disasters, action of any governmental or military authority, failure caused by telecommunication or other internet provider, other forces or occurrences beyond its command and control. VistaWorks will not be responsible for notice failures caused by an error in your email program, an inaccurate email address provided by you, your failure to check your email or your failure to inform VistaWorks of a change in your email address.

Maintenance:
VistaWorks designates time periods ("scheduled maintenance windows") during which it may limit or suspend the availability of the service to perform necessary maintenance or upgrades. VistaWorks will only provide notice via electronic mail to customer of scheduled maintenance.

Support:
VistaWorks provides technical support to our subscribers via control panel ticket system, email and live chat. This support may or may not be charged depending on the issues and any prior agreements. Phone support is charged at our normal support rates which is subject to change. VistaWorks provides support related to your services or account physical functioning. VistaWorks offers PAID technical support for application specific issues such as ASP, ColdFusion, .NET, PHP, Perl (scripting errors), HTML, email, DNS, or issues with your computer or browser, or their proper use, or any other such issue. VistaWorks does not provide any kind of technical support for YOUR customers.

Payment Gateways:
VistaWorks provides its customers with access to real time payment gateways. You will use these gateways at your own risk. VistaWorks will not be held liable for processing credit cards or taking online payments directly or indirectly using our equipment or any gains or losses incurred by using them. Please make sure to keep all your data in a secure location.

Customer Security Obligation:
The customer is expected to maintain a secure password consisting of at least 6 characters, a mixture of numbers, special characters and mixed-case letters.

Activation of New Packages
VistaWorks will not activate new orders or activate new packages for customers who have an outstanding balance with VistaWorks. For a new order to be setup or a new package to be activated, you must have a balance of $0.00, unless otherwise stated by VistaWorks in writing.

Indemnification
Customer agrees to indemnify and hold harmless against losses, claims, damages, liabilities, penalties, actions, proceedings or judgments to which an indemnified party may become subject and which losses arise out of, or relate to this agreement or customer's use of the services, and will reimburse an indemnified party for all legal and other expenses, including reasonable attorneys' fees incurred by such indemnified party in connection with investigating, defending or settling any loss whether or not in connection with pending or threatened litigation in which such indemnified party is a party. In no event shall VistaWorks be liable to Customer for lost profits of Customer or special, incidental, or consequential damages (even if VistaWorks has been advised of the possibility of such damages).

Disputes
If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Chaffee County, Colorado. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

Applicable Law
This Agreement will be governed by the laws of the state of Colorado.

Limited Liability
NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

Disclosure to law enforcement
VistaWorks may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

Money Back Guarantee
VistaWorks is pleased to offer a 30-day money-back guarantee on all hosting packages. If we should fail to provide you with the level or type of service you require, you will receive a full refund (minus setup fees, web design, consulting, administration, advertising, marketing, software development, and other non-hosting charges) if you cancel your account within 30 days of the activation of your account. Your account activation begins on the date that VistaWorks begins providing service to you (including, but not limited to web design, consulting, administration, advertising, marketing, software development, and other non-hosting), and hosting charges accrue from that date forward.

No refunds are available after 30 days. Also, there are no refunds for domain registrations or domain transfers. Any request for cancellation must be received via our online support ticket system (inside the control panel), phone or in writing. Once a request is placed it will be processed upon verification. Our guarantee does not apply to accounts which violate our acceptable use policies, exceed the data transfer limits, domain name registrations or accounts you have resold.

Accounts cancelled/terminated by VistaWorks for violating VistaWorks rules, accounts which exceed data transfer limits and other assigned resource limits do not qualify for the 30-day money back guarantee.

Changes to the TOS
VistaWorks reserves the right to revise its policies at any time without notice.

Overages

Overage Charges – Bandwidth

GB Over Limit	Overage Rate*
0-2499	$0.50/GB/month
2500-4999	$0.40/GB/month
5000-7499	$0.30/GB/month
7500-9999	$0.20/GB/month
10,000+	$0.10/GB/month

Overage Charges – Storage

Overage Rate
$1.50/GB/month*