

The following terms of service (these "Terms of Service" or this "Agreement") govern the provision by PURGEHOSTING.COM. ("PurgeHosting") to the customer executing these Terms of Service below ("Customer"), of the any Shared or Reseller Hosting Services described in (i) the Order Form submitted in connection with these Terms of Service (the "Order Form"), (ii) the Hosting Service Level Agreement between Customer and PurgeHosting (the "SLA") governing the Customer's limited right to recover certain service credits and (iii) PurgeHosting's technical support descriptions (collectively clauses (i) through (iii), the "Products and Services"). These Terms of Service shall be effective as of the date that the Customer registers for our hosting services, as evidenced by the date of registration. These Terms of Service hereby incorporate by reference the SLA, PurgeHosting's Acceptable Usage Policy (as in effect from time to time as set forth on PurgeHosting's website, the "AUP") and the Order Form each of which is made a part of these Terms of Service and collectively referred to herein as the "Agreement." Customer's use of PurgeHosting's website, The Planet Network, and the Products and Services is also subject to Customer's acceptance and compliance with these Terms of Service, the AUP, the SLA and the Order Form. Capitalized terms used herein without being defined herein shall have the meaning ascribed to such capitalized term in the SLA or AUP, as applicable. **PURGEHOSTING HEREBY RESERVES THE RIGHT TO AMEND, ALTER, MODIFY, REPLACE OR SUSPEND, FROM TIME TO TIME IN ITS SOLE DISCRETION, ALL OR ANY PORTION OF THE SLA, THE AUP AND ITS PRIVACY POLICY (AS IN EFFECT FROM TIME TO TIME AS SET FORTH ON PURGEHOSTING'S WEBSITE, THE "PRIVACY POLICY"). CURRENT COPIES OF THE PURGEHOSTING'S AUP AND PRIVACY POLICY MAY BE REVIEWED OR PRINTED BY CUSTOMER AT THE LEGAL SECTION OF THE PURGEHOSTING'S WEBSITE. CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT IT HAS READ, UNDERSTOOD AND ACCEPTED THE TERMS OF THE SLA, AUP AND THE PRIVACY POLICY.**

Customer hereby agrees to the terms and conditions of this Agreement upon registering for our web hosting services.

Please be sure you have read, and understood, these Terms and Conditions. Members who do not follow rules and regulations could find their entire web site removed and/or deleted, possibly without prior notice. The interpretation of these guidelines is at the sole discretion of PurgeHosting:

1. PurgeHosting is capable of giving away over 100MB of free web space (or more) thanks to the sponsorship of our advertisers. In return, each page that you create on your free account can or will have an advertising link or banner automatically inserted into it (one banner per page at the top of the viewable browser window). You may not remove, resize so as to render invisible or unreadable, or otherwise block any of the banners that PurgeHosting inserts onto your web pages Our banner is depicted here: Free Hosting from: "PurgeHosting.com - *The Ultimate WebHost*". This may or may not also include Yahoo Publisher Ads as a small banner under the text link for PurgeHosting.
2. You must provide a valid verifiable email address
3. PurgeHosting is not responsible for the content of any personal home page, nor do the opinions or ideas expressed in user-generated web pages necessarily reflect those of PurgeHosting. The contents of user-generated web pages are not reviewed or censored in any way before they appear on PurgeHosting
4. You may not set up a "gateway" site on the PurgeHosting server. A "gateway" site is one which serves only as an entrance to the actual site located on a non-PurgeHosting server
5. Your page should be in English, although we will tolerate multi lingual websites
6. Your page should be active - that is, it is either receiving 'hits' or is being updated/posted to. Sites that either receive no hits or are not updated over a period of 60 days will be considered 'inactive' and may be removed by PurgeHosting to make room for other users with or without notice

7. You may not use your web space to provide material, or links to material, that is grossly offensive to the Web community. This includes:
 - o Blatant expressions of bigotry, racism, hatred, or profanity
 - o Promotion or display of instructional information supporting illegal activities this includes, but is not limited to, instructions for the building or use of weapons, propagation of "spam" email and/or computer viruses, or any material that infringes the intellectual property rights of third parties
 - o Promotion of physical harm or injury against any group or individual
8. You may not password protect any link provided on any of your pages located on the PurgeHosting server
9. Your Web Pages may not contain, nor contain links to, any of the following:
 - o Child pornography, obscene material, bestiality and pictures that you don't have the right to publish.
 - o Hate propaganda
 - o Anything illegal including, but not limited to, illegal software, warez or hacked software, serial numbers, mail fraud, or pyramid schemes
 - o Material insulting, or that could be considered defamatory or libelous, to other persons, institutions or companies
 - o Material that exploits children
 - o Material which attempts to collect personal information about users
 - o Materials infringing the intellectual property rights of third parties (including, but not limited to, trademarks, domain names, personality rights, names of individuals, publicity rights, logos, graphics, designs, films, and music), those which allow the circumvention of revenue rightfully due to a manufacturer for the sale of a product or the disabling of installed copy protected devices, and all other forms of cracker utilities, are strictly forbidden
10. You may not use your web space for 'data warehousing' that is, using our space as storage for large files which are only linked from other sites
11. You may not use unsolicited email to promote your site
12. You may not use our services to send out spam or any other type of otherwise forced and unwanted advertisements
13. PurgeHosting reserves the right to block or delete any site due to inappropriate behavior by the webmaster towards PurgeHosting, its staff or its users, which has been validated on public or private forums
14. PurgeHosting reserves the right to edit or delete any free hosting account and/or its pages at any time with or without notice. Paid clients are protected against this.
15. You may not copy or reproduce any page, image or other content without the express prior consent of the original copyright owner of that content
16. By joining PurgeHosting you automatically receive our PurgeHosting E-News newsletter and occasional special promotions. You can unsubscribe from the newsletter by following the given instructions within the newsletter. All registered clients are subject to system or server wide notices. It is your responsibility to check the news for updates or any upcoming downtime. PurgeHosting agrees that an effort will be made to keep clients informed of system or server wide changes.

17. By submitting a web page to PurgeHosting or any other web page hosting service on The PurgeHosting Network, you grant PurgeHosting a royalty-free, nonexclusive, worldwide, unrestricted license to use, copy, transmit, publicly display, publicly perform, create compilations including, and distribute such web page, and any associated Content, for the limited purposes of publishing and promoting the user's web page in connection with the particular service with which the user has chosen to have the web page hosted and for publishing and promoting such web page elsewhere within the PurgeHosting Network. Such license shall apply with respect to any form, media, or technology now known or later developed. This term will extend only for the duration of the user's membership with the particular PurgeHosting service. In the event that such membership is terminated, PurgeHosting will relinquish all rights to the user's Content following the duration of any applicable promotional activities ongoing at the time the membership is terminated.
18. If you are 18 years of age or under you may not become a member of PurgeHosting! The protection of children's online privacy is very important to The PurgeHosting Network. For that reason, it is our policy not to collect or maintain information at our web sites from those we actually know are under 13 and no part of our web sites is structured to attract anyone under 13. Parental consent form may be requested.

REFUND POLICY

All Customers are eligible for a 30 day money back guarantee. This is only valid if your account is not terminated due to abuse of our services. The refund if requested will take up to 24 hours to process. We only refund if you are not happy with our service. This 30 day policy applies if you prepay for more than one month, but does not include each month that was prepaid.

LEGAL TERMS

You, as the author of your pages, take full responsibility for its contents. As the author you state your page contains nothing illegal, obscene, pornographic, degrading or abusive to another person, including pages that promote hate group propaganda and child pornography. As the author, you also state that nothing on your page is copyrighted material and that any links to other servers have been approved by that organization. As the author, you also state that nothing on your page infringes on the intellectual property rights of any third party. You agree that PurgeHosting has the right to remove any page it determines, in its sole discretion, has violated these rules to cancel your membership and take against you whatever measures will be deemed appropriate including legal action and disclosing information about you to law enforcement authorities and other interested third parties. Members who are in breach of these rules agree to indemnify and hold harmless PurgeHosting for any loss, claim, damage and expenses (including reasonable attorneys' fees) arising from or in connection with the contents of any personal home pages or of any chat or messages on a bulletin board found to be infringing or illegal. By submitting your pages, you agree to all the above terms.

PurgeHosting makes no guarantee as to availability of service. You agree to all terms and agreements outlined in our documentation pages. To the fullest extent permissible by law,

PurgeHosting excludes all liability with respect to accuracy, content or availability of information on its web site. The materials in this site are provided "as is" and without warranties of any kind, either expresses or implied. PurgeHosting does not warrant that the function contained in the materials available on this web site will be uninterrupted or error free, that defects will be corrected, or that this site or the servers that make them available are free of viruses or other harmful components. Any merchandise products or services available to users or members from links from this web site are provided by third parties who are not necessarily affiliated or connected with PurgeHosting. To the fullest extent permissible by law, PurgeHosting excludes all liability under any circumstances (including negligence) for any special or consequential damages that result from the use of, or the inability to use, the materials on this site. Applicable laws may not apply to all those who access the web site.

By becoming a Member, you agree to all the above terms, and will be notified if they change.