

# Leiturgia Communications Inc

## 1. APPLICATION OF TERMS

1.1. These terms apply to all Services provided by Leiturgia Communications Inc to you during the Term. The TOS consists of the following: TOS, Acceptable Use Policy (AUP), and our Privacy Policy. Certain provisions of this TOS may not apply to you based on your Order.

1.2. These terms together with any Order(s) represent the entire agreement relating to the Services and supersede any agreements previously entered into between you and Leiturgia Communications Inc. Any other contract provisions imposed by you by your own order forms or otherwise are expressly excluded.

1.3. Leiturgia Communications Inc may alter this TOS at any time without notification to you. However, the current TOS is always available on Leiturgia Communications Inc website. Your sole remedy in the event that you do not agree to those amendments is to provide us with written notice of termination as described in paragraph 6 within 10 business days of the date of the amendment. Only a officer may alter this TOS. No agent of, or person employed by or under contract with Leiturgia Communications Inc, has any authority to alter or vary this TOS in any way. No oral explanation or oral information given by any party shall alter the interpretation of this TOS.

1.4. In addition to this TOS, all domain name registrations are subject to the terms and conditions of any registrar Leiturgia Communications Inc may use to fulfill the Order and the rules and regulations of the relevant registrar. As a condition of this TOS, you agree to be bound by the rules and regulations and dispute resolution policies applicable to each domain name applied for on your behalf. Details of these terms and conditions are available here:

ICANN Policy:

<http://www.icann.org/dndr/udrp/policy.htm>

TuCows Domain Registration Agreement:

<http://resellers.tucows.com/contracts/tld/exhibita>

ENOM Domain Registration agreement:

<https://www.enom.com/terms/agreement.asp>

## 2. GENERAL TERMS AND CONDITIONS

2.1. You will conform to the standards and acceptable use policies of Leiturgia Communications Inc, as set out in our AUP.

2.2. You are responsible for obtaining any licenses or permissions from public authorities that are required to upload the contents of your site or the web activity undertaken by you.

2.3. Leiturgia Communications Inc may disclose your name and address to a complaining individual or naming authority if in its reasonable discretion it is necessary or appropriate to do so.

2.4. You will receive a password to be used when you log into your User Area and/or server. You are solely responsible for all passwords, and you shall keep all passwords confidential and take security measures to prevent any unauthorized person from gaining access to your passwords.

2.5. Leiturgia Communications Inc Service Level Agreement (SLA) sets out the hosting performance you can expect from us. The SLA is your sole and exclusive remedy for our failure to provide the Services to you.

2.6. Leiturgia Communications Inc retains the exclusive ownership of, and proprietary rights in, all Equipment.

2.7. If necessary, we will provide an IP address to you. We retain ownership of this IP address. It may only be used by you while using the Services, and may not be transferred. Upon Termination of this TOS, or a particular Service, your right to use an IP address will end. IP addresses are recycled.

## 2.8. Configuration and Support

2.8.1. The Services are provided to you as configured for our standard customer. In some cases, they may have the manufacturer's default settings. You bear ultimate responsibility to ensure that the Services are configured to meet your operational, privacy and security needs. Your hardware, software and any other items you deem necessary to use the Services must be compatible with the Services. We are not obligated to modify the Services to accommodate your use. You may not terminate an Order based on your inability to use the Services because such a use is incompatible with them. If your use of the Services damages the Services or Equipment, you will be charged for any repairs we need to make to the Services or Equipment. We may suspend your use of the Services until we determine whether your use of the Services has damaged the Services or Equipment.

*Bandwidth Only.* You will ensure that neither you nor any of your End Users makes excessive or wasteful use of the Server to Leiturgia Communications Inc detriment or that of Leiturgia Communications Inc other customers. The terms "excessive" and "wasteful" are defined by our experience with similarly situated customers. This means that your use of our resources may not exceed that of similarly situated customers. Unlimited use applies to your use of web pages only (html, php, etc.), not for storage of movies, pictures or MP3 files. Specifically:

With regard to data traffic on Shared Hosting services, a Fair Use policy will apply. If the contents of your Space regularly generate more server traffic than is deemed acceptable by Leiturgia Communications Inc, to the detriment of other Leiturgia Communications Inc customers, Leiturgia Communications Inc shall issue a warning by email to you, at the address you provided to Leiturgia Communications Inc, in which Leiturgia Communications Inc requests that you remove the contents or upgrade to a more suitable package. Excessive traffic may be caused by abnormally high traffic on your web pages or by powerful software solutions which you have installed on the Space. Our warning will also contain the terms and conditions for the appropriate solution which is capable of handling your prevailing level of traffic. If you do not comply with this warning within 5 business days, Leiturgia Communications Inc reserves the right to terminate this TOS.

2.8.2. Dedicated Hosting and VPS Services have a set bandwidth allocation applicable to each Service, as set out on the Product Page. If in any calendar month you obtain any bandwidth or disk space usage over that basic allocation, then Leiturgia Communications Inc will charge you its standard overage Fee currently set at \$5/GB.

2.9. Unused bandwidth may not be carried over from month-to-month.

2.10. We act in good faith to back up data stored on your account once per week. These backups are intended for internal use only and are not related to any Back Up Services we may offer. It is your responsibility to back up data of your website and content, email messages, SQL databases and anything else you may store on the Space we provide you. We may determine that certain file extensions are not suitable for backup. Such file types include but are not limited to: iso; ace; arj; avi; bak; bin; bz; bz2; cab; car; cbr; ccd; cdr; cue; drw; exe; flv; gz; gzip; img; iso; jar; jmy; lbs; md; mid; midi; mov; mp2; mp3; mp4; mpa; mpeg; mpg; nrg; pae; pak; psb; psd; r00; r01; r02; r03; ram; rar; rm; rmf; sea; sub; tar; tar.gz; tgz; vob; wad; wav; wave; wma; wmv; zip. It is your obligation to verify whether particular files will be backed up.

Back Up Services are provided as is and are subject to all warranty disclaimers and limitations of liability set out herein. By purchasing services from us, including Back Up Services, you agree that you will maintain your own set of backups independent of those we maintain. If we provide data to you from a back up, it will be provided as raw data, and you may be required to reformat that data so that it reflects a prior configuration or use. Our only obligation is to restore your Space or Server to its operating condition. It is your obligation to restore your website.

2.11. We provide certain services designed to filter unwanted email. You acknowledge that use of the Services will likely result in the capture of some legitimate email and the failure to capture some unwanted email that may contain spam, phishing scams and email infected with viruses. We recommend that you implement additional levels of protection. Email that is captured by our filtering system is not subject to our SLA.

## 3. ORDERS

3.1. Each Order for Services by you shall be deemed to be an offer by you to buy the Services from Leiturgia Communications Inc subject to these TOS. No Order shall be deemed to be accepted by Leiturgia Communications Inc until we provision your account. The date on which we provide notice to you that the account is provisioned is the Effective Date. The Initial Term of the Services is set out on your Order (Initial Term). Upon the expiration of the Initial Term, the Term shall renew for additional one year periods, unless you choose to renew for a different period or unless terminated as set out in paragraph 6.

3.2. You must be over the age of 18 at the time you place your Order.

3.3. All Orders will be reviewed by us to determine if they meet our financial, security and other reasonable criteria (Fraud Screen). You may not receive notice that your Order has been rejected because it fails to pass our Fraud Screen. We are unable to provide additional information about the reasons a particular Order fails to pass the Fraud Screen.

3.4. Leiturgia Communications Inc is under no obligation to deliver any Services in addition to those identified in the Order.

3.5. You shall provide to Leiturgia Communications Inc, at your cost, any information, resources or facilities reasonably requested by Leiturgia Communications Inc for the delivery of the Services and, where necessary, ensure that your employees, contractors and other suppliers cooperate fully and promptly with Leiturgia Communications Inc.

3.6. Any instructions supplied by you to Leiturgia Communications Inc must be complete, accurate and clearly legible. Leiturgia Communications Inc reserves the right to charge for any costs and any additional work incurred by Leiturgia Communications Inc due to any failure by you to comply with this provision and shall not be liable for any errors caused by such failure.

#### **4. OWNERSHIP OF YOUR ACCOUNT**

4.1. Your contact information is set out in the 'My Details' section in the customer area.

4.2. If you, on behalf of another person or entity, create an account, you warrant that you will administer the account in good faith, and indemnify us against all losses and liabilities sustained by us should you administer the account in ways that are adverse to End User and result in any claim against us.

4.3. For avoidance of doubt, the individual or entity set out in the Account Owner Information 'My Details' section of the User Area is considered by us to be the owner of the account and all associated services except Third party services purchased through Leiturgia Communications Inc that are subject to additional terms and conditions. The individual or entity paying for the Services is not considered to be the owner. It is your obligation to ensure that you correctly indicate ownership of your account. If there is a dispute about ownership, the account will be locked until the parties to the dispute agree on a resolution, or until the matter is resolved judicially.

#### **5. PAYMENT**

5.1. You are responsible for the Fees set out on the Order.

5.2. Invoices are due immediately upon receipt. Fees must be paid without deduction or set-off. Unpaid invoices shall accrue interest at a rate of 1.5%, and Leiturgia Communications Inc reserves the right to suspend the Services until payment is made. Time for payment is of the essence. Domain name registration Fees must be paid in full before your Order will be reviewed.

5.3. You are responsible for all taxes and fees levied on the Service, other than those based on our net income.

5.4. Our obligation to provide the Service is contingent on your payment of the Fees by the Due Date. You must pay the Fees without set off or deduction. You are responsible for keeping a current credit card on file. It is your responsibility to ensure that we receive payment of the Fees. Should the Service be suspended, for any reason, Fees will continue to accrue. Set up and domain name registration charges are not refundable for any reason.

5.4.1. We often offer special promotions (Special Promotions). These promotions have specific terms, and generally do not apply to current customers. They do not apply to Renewal Terms except when expressly stated in the special promotion terms. If you Terminate the Services to which a Special Promotion was applied, the discount, or other benefit provided by the Special Promotion will be removed, and your account will be re-billed as if it had been set up without the Special Promotion. If this results in additional Fees, you will be charged for those Fees.

5.5. Shared Hosting, VPS, and Active Dedicated Server services are provided on the basis of the Initial Term specified on your Order. 7 days prior to the expiration of the Initial Term, VPS and Active Dedicated Server services will renew for a period of equal length until terminated as described in paragraph 6 (a Renewal Term). For all other accounts, Services shall

renew for a one year period (a Renewal Term), unless you choose to renew for a different period, unless a custom offer is applied, or unless terminated as provided herein. Any such termination or cancellation will be subject to the payment of any outstanding charges. Fees for any Renewal Term will be set out in our written acceptance of the renewal 15 days prior to expiration of the Term for Shared Hosting and all associated services, 7 days prior to expiration for VPS and Active Dedicated Server Services and upon expiration for monthly Shared Hosting services. On receipt of the funds by Leiturgia Communications Inc, Leiturgia Communications Inc shall send a receipted invoice to you.

5.6. Your credit card is automatically charged for Renewal Terms:

- 15 days prior to the expiration of your current Term for Shared Hosting services with a term equal or longer to 1 year;
- 7 days prior to the expiration of your current term for Active VPS and Dedicated Server services;
- on expiration date for Shared Hosting services with a term shorter than 1 year.

5.7. We are not responsible for your data or domain name if Service is terminated because of credit card expiration.

5.8. We will charge you a \$1.00 service fee each time your credit card is declined.

5.9. If the IP address we provide to you is blocked because of SPAM originating from the Services, you will be charged a \$100 block removal fee for each affected block, and \$100 an hour, in hourly increments, for each hour we spend attempting to resolve this problem.

5.10. We are pleased to provide you with a statement of account in your User Area. This statement is based on our records and, to ensure accounting consistency, we cannot alter the information in our records.

5.11. If you believe there is an error on your bill, you must contact us in writing. We each agree to work together in good faith to resolve any billing disputes. Your dispute must include sufficient facts for us to investigate your claims and be received by us not later than 5 days after the Invoice Due Date (Dispute Deadline). You waive your right to dispute any charges or Fees if you fail to meet the Dispute Deadline. If we find that your claim is valid, we agree to credit the account that is the subject of the dispute on your next bill. If you contact your credit card company, prior to notifying us of the dispute, and initiate a "chargeback" based on this dispute, and your charge back claim is past the Dispute Deadline, you will be charged a \$50 investigation fee and a \$50 reactivation fee. This fee compensates us for the investigation your credit card issuer requires us to conduct in order to demonstrate our right to payment. Your domain may be locked during bill disputes. To unlock your domain, you must pay the Fees due.

5.12. Money Back Guarantee

5.12.1. Our money back guarantee provides you with peace of mind that our Services will meet the expectations set out in this paragraph. We will refund all prepaid Fees if you notify us in writing, as described in paragraph 6, within thirty days of the Effective Date, that you wish to terminate the Services. The following conditions apply to the Money Back Guarantee:

- (a) It applies only to individual Services in an Order. It does not apply to previously ordered Services;
- (b) Set Up and domain name Fees are not refundable, and may be charged if we waive them initially as part of a Special Promotion;
- (c) Only our Shared Hosting Services are covered. If you purchase services other than Shared Hosting, or Third Party Services through us, or if they are incorporated into the Services, the Money Back Guarantee does not apply;
- (d) The Money Back Guarantee does not apply to Renewal fees;
- (e) The Money Back Guarantee is your sole and exclusive remedy should our Services fail to meet the expectations set out in this paragraph.

5.13. Our SLA sets out your rights for disruption of the Service. Should the Service be disrupted, you may request a Credit through your User Area, or by calling our customer service representatives. This Credit is our only obligation, and your only remedy, in the case of a disruption to the Service. If you are past due on any Fees, we are not required to provide the Credit to you. You must request a Credit within 3 days of the event covered by the SLA. You will receive only one Credit per disruption. For example, should the disruption qualify for both an Uptime Credit and an Infrastructure Credit, you will receive only one Credit. Credits may not be aggregated, are limited to one month's Fees, and may not be carried over from month-to-month.

5.14. If you do not re-register your domain name(s), Leiturgia Communications Inc may choose to register the domain name. At that time the title in, and ownership of, this domain name will vest in Leiturgia Communications Inc. Leiturgia

Communications Inc may sell this domain name without restriction as if the full legal and beneficial owner. Unpaid domain names may become the property of Leiturgia Communications Inc.

## **6. TERMINATION & CANCELLATION**

### 6.1. Termination by Either Party

6.1.1. Either party may terminate this TOS upon written notice to the other if one party materially breaches any of these terms and the breaching party fails to correct the breach within ten days following the party's written notice, or immediately if the breach is incapable of cure.

### 6.2. Termination by Leiturgia Communications Inc

6.2.1. Leiturgia Communications Inc may terminate this TOS (i) if you fail to pay any sums due to Leiturgia Communications Inc as they fall due; (ii) if, in Leiturgia Communications Inc reasonable opinion, you do not have sufficient technical expertise to use the Service without excessive ongoing technical support; or (iii) you violate this TOS or any agreement incorporated by reference.

6.2.2. We may terminate a particular Order, or aspect of the Services, if a Third Party ceases to make components of them available to us, or if providing them to you becomes cost prohibitive.

### 6.3. Termination by you

6.3.1. You may terminate the Services through the User area and then confirm termination through our live chat system (Termination Request). This is the only way to effectively terminate the Services. We will send you an email verification of the Termination Request (Termination Verification). You must acknowledge the Termination Verification to Terminate the Services. If you do not acknowledge the Termination Verification, or if you fail to use a Termination Request to Terminate the Services, the Services will not be Terminated, and Fees will still be charged. You must follow this procedure in order to Terminate each Service.

6.3.2. Once you provide us with the Termination Verification, it will take us five calendar days to process the Termination and issue a refund, if you are entitled to it. You are responsible for any Fees that accrue during this five-day period. Refunds are issued through the same payment method that was originally used to purchase the Services. Leiturgia Communications Inc is not responsible for delays to refunds caused by processing institutions or expiration of the original payment method.

6.4. Termination by you of Shared Hosting Services must be requested 30 days prior to the expiration of your current Term and before a Renewal invoice is due. Termination requests outside this period will result in an Early Termination Charge of \$24.95. If you would like to Terminate an Active VPS or Active Dedicated Hosting account, you must request so with a 90 day advance notice. Termination requests that fail to comply with this condition will be subject to an Early Termination Charge at an amount equal to the fees for one month of service. If you would like to Terminate any additional services other than Active Shared Hosting, VPS and Active Dedicated Server Services, you must do that at any time before a Renewal invoice is due. Termination of an Active Shared Hosting, VPS or Active Dedicated Server account will result in the Termination of any additional Services associated with that account.

6.5. You acknowledge and agree that your domain name registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any rules or policies applicable to your domain name registration, including, but not limited to (i) the UDRP; (ii) any ICANN adopted policy; (iii) any registrar (including Leiturgia Communications Inc) or registry administrator procedures; or (iv) any other ccTLD registry administrator procedures.

6.6. On termination of the TOS, Leiturgia Communications Inc shall be entitled immediately to block your Space and to remove all data located on it. Leiturgia Communications Inc will hold such data for Shared Hosting accounts for a period of seven days and allow you to collect it at our hourly rate of \$50 per hour, failing which Leiturgia Communications Inc shall be entitled to delete all such data. Leiturgia Communications Inc shall further be entitled to post a notice stating that your account has been suspended. Leiturgia Communications Inc will delete data for dedicated and VPS Services automatically upon account suspension. IP space and Back Up tapes are recycled. It is your obligation to ensure that you arrange to transfer anything you need from the Services prior to cancellation. We have no obligation to forward e-mail following Termination.

## **7. TECHNICAL SUPPORT**

Our technical support is provided via the help desk set out on our website. Your initial request for technical support must originate here. Technical support is provided on an as is as available basis. If your request for technical support exceeds that of similarly situated customers, or is based on your lack of sophistication, we may charge you our standard hourly rate of \$50 per hour for support. We will inform you, and receive your consent, prior to charging you for technical support. If you request technical support, you agree that we may have full access to your equipment, account, and any and all items accessible to us based on your request. While we will use reasonable efforts to provide technical support to you, all support is provided as is, and is subject to the disclaimers of warranties and limitation of liability set out herein. We retain the right to refuse to provide technical support to you if your use of technical support exceeds that of similarly situated customers, or if you are verbally abusive to our employees or contractors.

The Customer is solely liable for performing and storing a back-up copy of his data, files and hosting account prior to requesting technical support and agreeing to any technical interference or operation, provided by the Company. In the event the Customer is not satisfied with the outcome of any technical action he/she shall be solely responsible for restoring the back-up copies of his/her hosting account and uploading his/her website.

## **8. INTELLECTUAL PROPERTY RIGHTS AND OTHER CONSENTS**

8.1. Leiturgia Communications Inc retains ownership of all intellectual property rights in the Services. Leiturgia Communications Inc grants to you a limited license to the Services to access and use them. All trademarks, product names and company names or logos used by Leiturgia Communications Inc are Leiturgia Communications Inc property or the property of their respective owners. No permission is given by Leiturgia Communications Inc to you or an affiliate to use any such trademarks, product names, company names, logos or titles, and you acknowledge that such use is an infringement of the owner's rights.

8.2. If we have not provided a license for you to use software as part of the Services, you agree to procure appropriate licenses to use all "Required Licenses." "Required Licenses" means any licenses, consents or approvals required to use software, hardware and other items installed on the Equipment, or whose use is facilitated by the Service. You agree to provide us with copies of the Required Licenses promptly following our written request.

8.3. You are solely responsible for obtaining all intellectual property rights in the intellectual property of others, including but not limited to clearances and/or other consents and authorizations necessary to use the names, marks or other materials which are used by you in, or transmitted via the Services (Objects). On becoming aware of any dispute between you and any other individual or organization regarding the Objects, Leiturgia Communications Inc reserves the right, at its sole discretion and without notice or liability to you, to cease any further use of such Objects including, without limitation, deleting or suspending them from its computer systems and/or to make appropriate representations or provide information to any relevant authority or interested party.

8.4. Unless otherwise set out in this TOS, you own all right, title and interest to the information you place on our servers pursuant to the Services. If you submit feedback to us in the form of trouble tickets or in another similar fashion, we shall have the right to use that information to improve our business processes. You have no right to any intellectual property that is based on an improvement to our business based on this feedback information.

## **9. REPRESENTATIONS AND WARRANTIES**

9.1. You represent and warrant that (i) you have the experience and knowledge necessary to use the Service; (ii) you and your End Users understand and appreciate the risks inherent to you, your business and your person that come from accessing the Internet; (iii) you have sufficient knowledge about administering, designing and operating the functions facilitated by the Service necessary to take advantage of the Service; (iv) you will not violate any applicable laws and/or regulations in your use of the Services; (v) you own all intellectual property rights in, or have a license to use, any information you provide to us necessary for us to perform the Services, or to any information transmitted by us through the Services; (vi) you will make back-up copies of all information in a location independent of ours, and will not use our Back Up Services as your sole back up; and (vi) you will pass through the terms of this TOS, and any agreements incorporated by reference, to your End Users.

9.2. WE MAKE NO WARRANTIES, AND ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED. THE SERVICE(S) ARE PROVIDED AS-IS. YOUR USE OF THE SERVICE(S) IS AT YOUR OWN RISK. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF



MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE(S) WILL MEET ANY OR ALL OF YOUR EXPECTATIONS; WILL OPERATE IN ALL OF THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; OR THAT THE OPERATION OF THE SERVICE(S) WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. NO EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY WARRANTY ON OUR BEHALF.

## **10. LIMITATION OF LIABILITY**

10.1. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL NOT UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, HOLD US OR OUR LICENSORS, AGENTS, EMPLOYEES, OFFICERS AND/OR THIRD PARTY VENDORS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY YOU OR ANY OTHER THIRD PARTY. YOU AGREE THAT THE FOREGOING LIMITATIONS APPLY WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY AND APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WE BE LIABLE TO YOU IN THE AGGREGATE WITH RESPECT TO ANY AND ALL BREACHES, DEFAULTS, OR CLAIMS OF LIABILITY UNDER THIS TOS OR UNDER ANY OTHER DOCUMENT FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU TO US DURING THE 3 MONTH PERIOD PRECEDING A CLAIM GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU AGREE THAT IN THOSE JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## **11. INDEMNITY**

11.1. We shall indemnify and hold you harmless from, and at our own expense agree to defend, or at our option to settle, any claim, suit or proceeding brought or threatened against you so far as it is based on a claim that the Service infringes any issued U.S. patent or registered copyright. This indemnification provision is expressly limited to aspects of the Service which are fully owned by us. It does not extend to products or services provided by third parties even if incorporated into the Service. This paragraph will be conditioned on your notifying us promptly in writing of the claim and giving us full authority, information, and assistance for the defense and settlement of that claim. You shall have the right to participate in the defense of the claim at your expense. If such claim has occurred, or in our opinion is likely to occur, you agree to permit us, at our option and expense, either to: (i) procure for you the right to continue using the Service; (ii) replace an individual component of the Service with a product or service, regardless of manufacturer, performing the same or similar function as the infringing aspect of the Service, or modify the same so that it becomes non-infringing; or (iii) if neither of the foregoing alternatives is reasonably available, immediately terminate our obligations (and your rights) under this TOS with regard to such Service and refund to you the price originally paid by you to us for the Service, or the Fee actually received by us from you for the 3 month period immediately preceding the occurrence of the event on which the indemnification claim is based. This shall be your only remedy, and our only obligation to you, should a third party allege that the Service infringes any issued U.S. patent or registered copyright.

11.2. You agree to indemnify, defend and hold harmless us, our parent, subsidiary and affiliated companies, third party service providers and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) your use of the Service; (ii) any violation by you of any of our policies; (iii) any breach of any of your representations, warranties or covenants contained in this TOS; and/or (iv) any acts or omissions by you. The terms of this section shall survive any termination of this TOS. For the purpose of this paragraph only, the term "you" as set out in subparagraphs (i) through (iv) includes you, End Users, visitors to your website, and users of your products or services, the use of which is facilitated by us.

## **12. CERTAIN INFORMATION**

12.1. Both you and Leiturgia Communications Inc undertake not to disclose to a third party any confidential information which you or Leiturgia Communications Inc receive relating to the contents or performance of this TOS, unless necessary for a party to perform their obligations under this TOS, the Services or the other's business in general, and shall procure that each of its directors and employees shall not do so, except with the prior consent in writing of the other, as required by law, or to the extent to which that information is publicly available or already known to the receiving party at the date of receipt, other than through any unauthorized disclosure by any person.

12.2. Without prejudice to Paragraph 12.1., Leiturgia Communications Inc shall be entitled to mention your name as a client of Leiturgia Communications Inc and the name(s) of products which Leiturgia Communications Inc provides to you without your prior consent.

12.3. If a law or regulation compels disclosure of information we have about you, we are required to respond. Unless notifying you is prohibited by the law, or a reasonable interpretation of that law, we will use reasonable efforts to contact the account owner as set out in our records. We are not required to respond to demands by you that we provide information about your account as part of your litigation. If we agree to do so, we will charge you an administrative fee of \$285 per hour, charged in one-hour increments, for each hour we spend responding to your request. You will also be charged the fees we are charged by our attorneys in responding to your request.

### **13. NOTICES**

13.1. Any notice to be given by either party to the other may be sent by either email, Helpdesk ticket, fax or recorded delivery to the address of the other party as appearing in this TOS or such other address as such party may from time to time have communicated to the other in writing. In addition, we may communicate with you using the Helpdesk ticketing system facilitated by our user area. Notices of Helpdesk support tickets opened on behalf of the company are sent to the customer by email and shall be deemed received upon confirmation of receipt.

13.2. You are required to provide notices to us about the Services through the User Area. We will provide notices to you using the information you provide to us in the "My Details" section of the User Area. We have no responsibility for misdirected notices based on your failure to provide correct information.

13.3. Termination notices must be provided to us as set out in paragraph 6.

13.4. Legal Notices to us, which are effective only upon acknowledged receipt, shall be provided to us as follows:

Leiturgia Communications Inc  
3509 W Hughes Pl  
Sioux Falls, SD 57108

Email: leiturgia@msn.com

With a copy, which shall not constitute notice, to:

Daniel L. Giles, Attorney at Law  
Stoneberg, Giles & Stroup, P.A.  
300 O'Connell Street, Marshall, MN 56258  
Telephone: (507) 537-0591  
Fax: (507) 532-3498

Email: dan@sgslawyers.com

### **14. RESOLUTION OF DISPUTES AND CHOICE OF LAW**

14.1. Any dispute, controversy or claim arising under this TOS shall be resolved in accordance with the procedures set forth in this Section.

14.2. In the event of a dispute between the Parties relating to this TOS, each of the parties shall appoint a designated representative who has authority to settle the dispute and who is at the "C" level or above. This appointment will take place no later than five business days after the initial request for dispute resolution. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve the dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one party to the other shall be honored. If the parties are unable to resolve issues related to a dispute within thirty days after a party's request is made, the dispute shall be submitted for arbitration. The arbitration shall take place in Marshall, Minnesota, pursuant to the commercial arbitration rules of the American Arbitration Association. The dispute shall be heard by a single arbitrator who has experience in the field of web hosting. The arbitrator shall not be entitled to award punitive damages or attorney's fees.



14.3. If the procedures set out in the previous paragraph fail, the parties agree that all disputes shall be brought before the U.S. District Court for the District of Columbia (District Court). If the District Court may not consider the dispute, all disputes shall be brought before the Superior Court of the District of Columbia located in Washington, D.C. The parties agree that these courts shall have exclusive jurisdiction over all disputes and other matters relating to the interpretation and enforcement of this TOS or any other document entered into by the parties. Further, the parties agree that venue shall be proper in the appropriate court set out above, and agree that they shall not contest notice from that court. State law issues concerning construction, interpretation and performance of this TOS shall be governed by the substantive law of the District of Columbia, excluding its choice of law rules. The United Nations Convention on Contracts for International Sale of Goods shall not apply.

## 15. DEFINITIONS

"End User" is the individual or entity who uses, or to whom you provide your services;

"Fees" means the charges to be paid by you for the provision of the Services as set out in any Order or (if not set out) those set out on Leiturgia Communications Inc website;

"ICANN" means the Internet Corporation for Assigned Names and Numbers;

"Materials" means any information, reports, documents, software or other materials created by Leiturgia Communications Inc as part of the Services, including all methodologies, know-how and processes used to do so;

"Objects" means any names, marks or materials and any other information, documents or software which you supply to Leiturgia Communications Inc under this TOS;

"Order" means the order form, including electronic and online forms, or letter signed by you requesting Services;

"Server" means the computer server equipment hired by Leiturgia Communications Inc in connection with the provision of the Services;

"Service" or "Services" means any and all services provided by Leiturgia Communications Inc under this TOS including, without limitation, domain name registration services, domain name portfolio management services, domain name searching, monitoring and recovery services, space hosting, web, email and usenet searching and monitoring services and professional services, and any other services requested by you which may be provided from time to time as set out on the portion of our website describing the individual Service (Product Pages);

"Leiturgia Communications Inc" means Leiturgia Communications Inc, 3509 W Hughes Pl, Sioux Falls, SD 57108, Email: leiturgia@msn.com

"Space" means the area on the Server allocated to you by Leiturgia Communications Inc for use by you as a site on the Internet;

"Standard Price List" means the list(s) of the standard prices for Leiturgia Communications Inc group company products which are set out on the respective Product Page;

"Term" means the prepaid period during which you receive Services from Leiturgia Communications Inc;

"TOS" means this TOS, including all documents incorporated by reference;

"User Area" means the part of the Leiturgia Communications Inc website from which you can manage your services and to which you are given login credentials at the start of your Initial Term; and

"You" and "your" mean the person, firm or company who purchases Services from Leiturgia Communications Inc.

## 16. MISCELLANEOUS

16.1. If any provision of this TOS or part thereof shall be void for whatever reason, the offending words shall be deemed deleted, and the remaining provisions shall continue in full force and effect.

16.2. Your rights and obligations under this TOS are personal to you, and you shall not: assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

16.3. Leiturgia Communications Inc reserves the right to sub-contract any of the work required to fulfill the Services and to assign this TOS.

16.4. Except for the obligation to pay the Fees, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, fire, epidemics, failures of telecommunication carriers, delays of common carriers, or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay. The party affected by such an occurrence shall notify the other party as soon as possible, but in no event later than 10 days from the beginning of the event.

16.5. Any delay or forbearance by either party in enforcing any provisions of this TOS or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.

16.6. Paragraph headings have been included in this TOS for convenience only and shall not be considered part of, or be used in interpreting, this TOS.

16.7. This TOS does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

16.8 SURVIVAL. Paragraphs 2.5, 2.10, 5.12, 9.2, 10, 11, 12.1, 13, 14, 15, 16.1, 16.8, Section F: 1.9, 1.11 and 2; shall survive the termination of this TOS.

## **Section A – Shared Hosting Accounts**

This Section incorporates by reference the Product Page entitled "Shared Accounts." You may be bound by additional terms and conditions imposed by our licensors. These terms and conditions are also incorporated by reference. We are happy to provide you with these additional terms and conditions on request.

### **1. Index and Parking Pages**

When your Order is accepted, we will place an index page to which your domain points (Index Page). You may disable this Index Page at any time.

If you terminate the Services, your domain will be pointed to a suspension page. This page may contain advertising. We shall retain all revenue associated with this advertising.

### **2. Usage**

Shared Accounts are for one user only. You may not resell or lease your Space or portions of your Space. You may not use Shared Accounts to enhance Google rankings.

### **3. Parked Domains**

You may choose to have more than one domain name point to your Website (Parked Domain). The parked Domain service is free with your purchase of Leiturgia Communications Inc Hosting services. You may have as many parked domains as set out on the respective hosting service Product Page. Parked domain names are not intended to be used for any kind of URL masking methods. Any such use constitutes violation of this TOS.

### **4. Add-on Domain Slot**

You may choose to have more than one domain name point to your Hosting Account (Add-on Domain Slot). Add-on Domain Slots are not included in your Hosting Fees and can be ordered at additional expense. Add-on Slot services are purchased for a period of one year and are automatically renewed 15 days prior to the expiration of their current Term. Fees are payable immediately and are non-refundable.

The Add-on Domain Slot may not (i) be eligible for a free domain; (ii) participate in transfer promotions; (iii) have a separate control panel available; (iv) host parked domain slots; or (v) be transferred without the transfer of all of your Services. By purchasing Add-on Slot services you agree that each Website you host on an Add-on Slot shares your account resources and is subject to the Fair Use terms and conditions as set out in paragraph 5 herein.

5. Fair Use. For a Shared Account, "Fair Use" means:

- a. Database queries may not exceed 10% of system resources in any second.
- b. No more than 20 simultaneous processes on shared servers.
- c. No more than 10% of the shared service CPU for a period longer than 5 seconds; no more than 128 MB of the server memory resources at any given time.
- d. No cron jobs with execution period shorter than 30 minutes.
- e. No more than 10 simultaneous connections from a single IP.
- f. Shared e-mail: IMAP protocol: 200 MB; POP3 protocol: 200 MB.
- e. Shared Accounts may not be rented or leased.
- h. No more than 5,000 MB allocated to music, video, or other multimedia files, including but not limited to .avi, .mp3, .mpeg, .jpg, .gif, .bmp and .png files.
- i. No more than 5,000 MB allocated to any archive files and disk images files containing the complete contents and structure of a data storage medium including, but not limited to, .rar, .zip, .tar, .gzip, .iso, .nrg, .ccd, .img, .sub, and bin/.cue files.
- j. No more than 5,000 MB allocated to database dumps and/or backups including, but not limited to, .sql files.
- k. No more than 5,000 MB allocated to executable files and all other files which are the result of compiling a program including, but not limited to, .exe, .psd and .bin files.
- l. No more than 5,000 MB allocated to document files and all other files which are the result of document editing including, but not limited to, .doc, .docx, .odt, .xls, .xlsx, .ods and .pdf files.
- m. No backups of hard drive or any other backups to a shared hosting account which consume more than 5,000 MB of disk space.
- n. No more than 150,000 inodes per account.
- o. No more than 400 emails per hour.
- p. No more than 40 recipients per email sent.
- q. If an email message sent to or your mailbox has a SPAM score, calculated by the SPAM Assassin daemon, greater than 15, the message will be automatically discarded.
- r. If you receive more than 60 emails per minute at any given time, the email account may be temporarily blocked or MX Records may be temporarily changed.

s. No more than 500 MB per database and 250 MB per database table.

t. No more than 10,800 CPU seconds for any given calendar day; no more than 1,000 CPU seconds for any given hour of the day.

u. No more than 12,000 scripts or programs for any given calendar day; no more than 800 programs or scripts for any given hour of the day.

v. If the average execution time is longer than 2 seconds for a given day, we may, at our sole discretion, disable, suspend or immediately terminate your account with no refund.

The Customer agrees that the Company has the sole right to decide what constitutes a violation of the terms of use for resources use listed above as well as what is the appropriate severity of any corrective action to be applied. Failure by the Customer to maintain his/her account in full compliance with the terms listed in this section may result in a warning, resource usage limitations, suspension or immediate account termination with no refund upon the Company's discretion.

The Customer understands and agrees that upon finding a violation of the terms of use for resources use, the Company may grant the Customer a certain period of time needed to take according action and solve the specified issues. If no action is taken within this period, the decision becomes binding and final and the Company will be free to apply corrective actions on our sole discretion. The Customer acknowledges that the Company can immediately suspend and/or terminate each account that violates the terms of account resource usage and cannot be responsible for any data loss in such a case.

## 6. Upgrade to VPS/Dedicated Server

You can choose to upgrade your current Shared Hosting service to a VPS or Dedicated Server service. Such upgrade is subject to the same fees as a new VPS or Dedicated Server account. Setup fees may be waived as part of a special promotion for current customers. Upgrade fees are due immediately and are non-refundable.

If upon upgrade to a VPS or a Dedicated Server service you have more than one month to the expiration of your current Term, we shall transfer your data from the Shared Hosting service free of charge. No refund will be issued for the unused portion of your prepaid Shared hosting fees. Once an account is transferred to a VPS or a Dedicated Server Service, we shall terminate the Shared hosting account and the respective paragraphs and sections of these TOS shall apply.

## Section B – Wordpress

The basic version of Wordpress is included in your Shared Hosting Services Fee. You can upgrade the Wordpress version at an additional expense. This upgrade fee is payable immediately, is one-time and is non-refundable.

Leiturgia Communications Inc is a third party software and is provided on an "as is" and "as available" basis. It may be discontinued at any time, and may not always be available. We do not guarantee that any specific results can be obtained by using Wordpress.

## Section C - Virtual Private Server

### 1. Virtual Private Dedicated Server Description

Our Virtual Private Server Services give you the ability to connect with our network using a portion of a server partitioned in a manner that allows you to have virtual control over many features and aspects of that server, other than certain preset characteristics (Virtual Dedicated Product). The Virtual Dedicated Product features, access speeds and other items you have initially selected are set out on the Product Page.

### 2. Our Responsibilities

*Sale of Bandwidth* - We agree to sell to you the amount of bandwidth specified in your Order. We will retain ownership and basic maintenance of the Equipment. With regard to dedicated VPS bandwidth, the maximum speed set out on the Product Page is burstable speed only.

*Connection to Our Network* – You have the right to connect to our network, using the Equipment, on a 24 x 7 basis, except as limited by this TOS.

*IP Address* - We will provide, at no cost to you, two primary IP addresses by default, which will be subject to change at any time.

*Access* - You will have no physical access to the Equipment. You may be provided administrative Secure Shell (SSH) access to your account upon request.

*Use* – While the Equipment may appear to be dedicated solely to your use, its use will be shared with our other customers.

### 3. Your Responsibilities

Your use of the Equipment is not exclusive. You will take no actions to limit the use of the Equipment by our other customers or other entities in general. You will not alter, or attempt to alter, mechanisms, including software, implemented by us to facilitate the sharing of a server. You understand that certain aspects of the Virtual Private Product designed to facilitate use by multiple parties may affect your use and administration of the Equipment. You may not terminate this TOS based on the implementation of these features.

## Section D – Dedicated Server

### 1. Dedicated Server

The particular services you choose to be provided by us are set out in your Order, described on the Product Pages, and referred to as the “Dedicated Service.” The Dedicated Product features, access speeds and other items you have initially selected are set out on your Sales Receipt.

### 2. Our Responsibilities

*Sale of Bandwidth* - We agree to sell to you the amount of bandwidth specified in your Order. Your use will be the only use of the Equipment; however, we will retain ownership of the Equipment. We will install the Equipment in our Data Center. Any addition of hardware will require downtime of the Services.

*Connection to Our Network* – You have the right to connect to our network, using the Equipment, on a 24 x 7 basis, limited by this TOS.

*Access* - You will have no physical access to the Equipment. You will have full administrative Secure Shell (SSH) access to the Equipment.

### 3. Your Responsibilities

You are responsible for administering the Equipment. If the Equipment is damaged, it is your responsibility to make Leiturgia Communications Inc whole and pay for damage to Equipment.

## Section E - Service Level Agreement TOS

This Service Level Agreement (SLA) is part of your contract with us. It sets out our rights and responsibilities for our failure to meet the criteria herein.

We guarantee network uptime 99.9% of the time during a 12-month period. Scheduled maintenance, software, hardware failure, Force Majeure and Third Party Services are excluded. Our calculation of network availability is based on our internal

records. We do not accept Third Party reports as evidence that you are entitled to a credit under this SLA. Should we incur a network outage, we will credit your fee for an SLA event. Credit will be applied toward your next invoice. SLA credits will not exceed 1 month's Fees during each 12-month period.

In order to take advantage of our SLA, you must notify us as set out in the TOS and not be in breach of its terms. In order to receive a SLA credit, you must have been a customer, in good standing, for at least twelve months. All requests must be made through your User Area, within 3 days of the event for which you seek credit. This SLA is your sole and exclusive remedy for downtime, or any network, software, hardware or Equipment failure. Upon the occurrence of a Force Majeure Event, this SLA is suspended.

## **Section F - Domain Name Registration**

### **1. General**

1.1. Leiturgia Communications Inc resells top-level domains ("TLDs"). Your use of a domain name is also governed by ICANN's Uniform Domain Name Dispute Resolution Policy (the "UDRP"). The terms of the UDRP are available at <http://www.icann.org/udrp/udrp.htm>.

1.2. Leiturgia Communications Inc does not warrant or guarantee that the domain name applied for in your Order will be registered in your name or is capable of being registered by you. You should not rely on the fact that you have submitted an Order to register a domain name until you have been notified by us that your requested domain name has been registered.

1.3. The registration of the domain name and its ongoing use are subject to the relevant naming authority's terms and conditions of use, and you are responsible for ensuring that you are aware of those terms and conditions. You waive any claims you may have against Leiturgia Communications Inc should a naming authority refuse to register a domain name. The registration Fee is non-refundable in any event.

1.4. Any dispute between you and any other individual or organization regarding a domain name must be resolved between the parties concerned. Leiturgia Communications Inc will take no part in any such dispute. Leiturgia Communications Inc reserves the right, on Leiturgia Communications Inc becoming aware of such a dispute, at Leiturgia Communications Inc sole discretion to either suspend or cancel the domain name, and/or make appropriate representations to the relevant naming authority. You warrant and represent that to the best of your knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used by you and/or any affiliate directly or indirectly infringes the legal rights of a third party.

1.5. You are solely responsible for providing Leiturgia Communications Inc with accurate and up-to-date contact information, and Leiturgia Communications Inc shall not accept any responsibility for any cancellation or refusal to renew a domain name by the relevant naming authority due to any failure to provide such information. Any changes made by you to your details using the Leiturgia Communications Inc User Area facility are your own responsibility. Leiturgia Communications Inc is not responsible for the renewals of any domain name registrations, except when stated otherwise as part of a special promotion, and you should make your own arrangements for reminding yourself when any name is due for renewal. As a courtesy to you, to avoid SPAM, the email address in your WHOIS record will be registered to our address. If you would like to modify this address, please contact us.

1.6. Where Leiturgia Communications Inc is acting as registrar, the ICANN-adopted consensus policies on transfer of sponsorship of registrations between registrars shall apply.

### **1.7. Terms of free sub-domain registration:**

We are pleased to offer you a no-cost domain name registration during your Initial Term and any Renewal Term (Free Sub-Domain Name). You must satisfy the following criteria in order to take advantage of this offer:

1.7.1. You must request the Free Sub-Domain Name when you first place your Order.

1.7.2. The Free Sub-Domain Name must be your primary domain and associated with a paid Shared Hosting Service we provide throughout the whole duration of your prepaid Term.



1.7.3. The Free Sub-Domain Name must be (yourdomainname).lutheranweb.net.

1.7.4. If you cancel the Services associated with the Free Sub-Domain Name, or the Services are terminated, you will be charged our then current Fee for the sub-domain name. If you fail to pay for the Free Sub-Domain Name, your sub-domain name will go into redemption. We will not have ownership of that sub-domain following redemption. Leiturgia Communications Inc owns all rights to the domain name and sub-domain names of <http://www.lutheranweb.net>.

1.7.5. We have no liability for domain names that are not registered by us and associated with your accounts.

1.7.6. Parked domains names must point to our Services. You must purchase an add-on domain upgrade to host more than one domain name.

#### **1.8. Information you are required to submit**

As part of the registration process, you are required to provide certain information to us, and to promptly update this information as needed to keep it current, complete and accurate. This information will be used by Leiturgia Communications Inc in accordance with its Privacy Policy and this TOS. The information you must provide in connection with the domain name you are registering is set out on your Order and includes the following:

(a) your name and postal address (or if different, that of the domain name holder); and

(b) the domain name being registered.

You agree and acknowledge that when you renew your domain name registration, the type of information you are required to provide may change. If you do not wish to provide the new information, your registration will not be renewed.

The information you provide determines the ownership of the domain as set out in the terms and conditions of the domain name registrar. For non-expired domain names registered through Leiturgia Communications Inc this information can be changed at any time through a domain management facility in your User Area.

If you intend to sell use of a domain name to a third party, or to allow a third party to use it, you are still responsible for providing the contact information specified above. You accept liability for such a registration, and remain responsible for payment of the relevant Fees and performance of all other obligations under this TOS.

#### **1.9. Obligations relating to provided data**

If you provide information about a third party, you hereby represent that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this TOS, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this TOS.

You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly, or failure to respond for over fifteen days to inquiries by Leiturgia Communications Inc concerning the accuracy of contact details associated with your registration will constitute a material breach of this TOS and will be sufficient basis for cancellation of your domain name registration.

#### **1.10. Disclosure and use of registration information**

You agree and acknowledge that Leiturgia Communications Inc will make available domain name registration information you provide, or that Leiturgia Communications Inc otherwise maintains, to ICANN, to the registry administrator(s), and to other third parties as ICANN and applicable laws may require or permit.

ICANN may establish guidelines, limits and/or requirements that relate to the amount and type of information that Leiturgia Communications Inc may or must make available to the public or to private entities and the manner in which such information is made available. You agree to abide by these policies and may not terminate this TOS based on such a change.

You hereby consent to each of the disclosures set out in this TOS. You further consent to the use of the information you provide to us; and guidelines, limits and restrictions on disclosure of, information provided by you in connection with the registration of a domain name (including any updates to such information). This applies whether during or after the term of your registration of the domain name. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your domain name registration information by Leiturgia Communications Inc.

### **1.11. Ownership of data**

You agree and acknowledge that Leiturgia Communications Inc owns all database, compilation, collective and similar rights, title and interests worldwide in Leiturgia Communications Inc domain name database, and all information and derivative works generated from the domain name database. You further agree and acknowledge that Leiturgia Communications Inc owns the following information for those registrations for which Leiturgia Communications Inc is the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, all email addresses, telephone number, and where available, fax number of the technical contact, administrative contact, zone contact and billing contact for the domain name registration; (d) any remarks concerning the registered domain name that appear or should appear in the WHOIS or similar database; and (e) any other information Leiturgia Communications Inc generates or obtains in connection with the provision of domain name registration services, other than the domain name being registered, the IP addresses of the primary name server and any secondary name servers for the domain name, and the corresponding names of those name servers.

## **2. ID Protect**

If set out in your Order, we will provide private domain name registration services to you (ID Protect). If we provide ID Protect to you, you agree:

2.1. That this Service is provided on a reasonable efforts basis. We are not responsible if your identity is mistakenly disclosed;

2.2. That you warrant that you have purchased this Service for a legitimate use, and not to evade any legal, tld, ICANN or other requirement imposed by law, or an Internet authority;

2.3. That you will provide us with accurate information, and that you will ensure that this information is updated immediately when it changes;

2.4. That you will indemnify and hold us harmless based on any claims made against us based on providing ID Protect to you;

2.5. That you will immediately respond to all notices we provide to you that are forwarded to us as a result of providing the ID Protect service to you; and

2.6. That we may terminate all Services provided to you should we determine, in our reasonable discretion, that you are abusing the ID Protect service, or you do not immediately respond to our inquiries or the notices we forward to you.

## **3. Domain Registrar Transfers**

3.1. You agree that you can change your registrar for an existing domain name only in accordance with the policy of the relevant registry. You agree that you may not change your registrar for a period of sixty days after initial registration of the domain name with Leiturgia Communications Inc. Only the "Domain Name Owner" (the entity listed as the registrant in the current domain name registration) of the domain name registration may initiate a request to transfer that domain name registration from another registrar to Leiturgia Communications Inc. You hereby represent that you have the full and complete authority as the holder of the domain name registration to initiate such a transfer, or that you have been given full and complete authority by the Domain Name Owner of the domain name registration to initiate such a transfer. Leiturgia Communications Inc, at its sole discretion, may require you to provide documentation that proves that the Domain Name Owner of the domain name initiated this transfer request.

The request to transfer a domain name registration from another registrar to Leiturgia Communications Inc may be denied:

(a) during the first sixty days after initial registration of the domain name with the original registrar;

- (b) during the last 15 days prior to expiration of the domain;
- (c) if you do not provide us with the EPP code;
- (d) if you do not have access to the administrative email address for the domain;
- (e) if the special TAG attribute for .co.uk and .org.uk domains is not set to ENOM or TUCOWS;
- (f) if the domain name is in LOCKED status;
- (g) if the domain is not with an extension that Leiturgia Communications Inc can register;
- (h) in accordance with circumstances described in the Domain Name Dispute Policy;
- (i) if there is a pending bankruptcy of the domain name holder;
- (j) where there is a dispute over the identity of the domain name holder;
- (k) by operation of law; or
- (l) at the discretion of the then-current registrar.

It is the responsibility of the Domain Name Owner to ensure that the request to transfer will not be denied for any of the above reasons prior to initiating and paying for the registrar transfer services. Fees are not refundable, but can be applied to subsequent transfer requests at Leiturgia Communications Inc sole discretion.

3.2. Upon successful completion of the registrar transfer request, we shall immediately become the registrar of record. Your domain name registration term shall be extended with one year from the date your existing registration is set to expire, provided that the total unexpired term of a registration does not exceed ten years. For .co.uk and .org.uk domains, the TAG attribute is set to ENOM or Tucows and the registration term is extended with two years from the date their registration is set to expire.

## **Section G - Private SSL Certificates**

We are pleased to offer private SSL certificates to you, through Tucows and Global Sign, if set out on your Order (Private SSL Certificates). If we provide Private SSL Certificates to you, you must be a current customer and agree:

1. To the terms and conditions set by the respective Private SSL providers at their websites:

AlphaSSL:

[http://alphassl.com/repository/AlphaSSL\\_Subscriber\\_Agreement.pdf](http://alphassl.com/repository/AlphaSSL_Subscriber_Agreement.pdf)

GeoTrust (RapidSSL):

[http://www.rapidssl.com/resources/pdfs/GT\\_Relying\\_Party\\_Agmt%20\\_final.pdf](http://www.rapidssl.com/resources/pdfs/GT_Relying_Party_Agmt%20_final.pdf)

2. To purchase a dedicated IP address;
3. That the SSL system is automated, and your SSL certificate is automatically installed.

## **Section H - Back Up Services**

We provide Back Up Services on a reasonable efforts basis. Back Up Services are provided as is and are subject to all warranty disclaimers and limitations of liability set out herein.

### **1. Back Up Creation**

We are pleased to provide you with a one-time backup of your data. We shall back up all data on your account as set out on your Order. Back Up Creation services are not included in your Hosting Fees and can be ordered at additional expense. Backup Creation fees are payable immediately, are one-time and are non-refundable.

You agree to make no changes to the data on your account during the time needed to create the backup. Leiturgia Communications Inc may refuse to create a backup of your data, if in our reasonable opinion such backup will result in security risk or will alter the performance of our Server to the detriment of other customers. In such cases we may offer you alternative backup services. If such an alternative backup solution does not suit your needs, you shall be entitled to a full refund of the backup creation fees.

### **2. Back Up Script**

2.1. We are pleased to provide you with a backup script for your account data. Back Up Script services are not included in your Hosting Fees and can be ordered at additional expense. Backup Script fees are payable immediately, are one-time and are non-refundable.

The script shall be installed on your account one business day after we receive your payment. The script shall start executing at the time of installation and will back up all data on your account as set out in your Order for Back Up Script services.

Any use of the backup script is at your own risk. We do not guarantee that any script we provide shall work continuously and flawlessly. Leiturgia Communications Inc cannot be and will not be liable for any damage, loss of data, loss of use or other loss occurring because of malfunctioning of the backup script. You agree to notify us through your User Area in case of script malfunction and will allow us reasonable time to resolve any issues with the script. You are responsible for any changes you make to the backup script after we install it on your account.

2.2. You can keep a limited number of backup copies on your account depending on the type of Back Up Script you purchase. The total size of backup files stored on your account should not exceed that set out in Section A, paragraph 5 of this TOS. You agree to keep backup copies at the location where they are initially placed by the script.

### **3. Back Up Restore**

We are pleased to provide you with Back Up Restore services. Such services are not included in your Hosting Fees and can be ordered at additional expense. Backup Script fees are payable immediately, are one-time and are non-refundable.

#### **3.1. Restore from Leiturgia Communications Inc backups**

Leiturgia Communications Inc acts in good faith to back up data on your account once a week. Such backup copies are intended for internal use only. Data restore from Leiturgia Communications Inc copies is provided on an as is as available basis.

If the backup copy is older than 7 days, you will be able choose between a restore of the available backup copy and a full refund of your back up restore fee. If we do not have a back up copy of your data, we shall refund your fees for the backup restore service.

#### **3.2. Restore from custom Back Up file**

Leiturgia Communications Inc shall attempt to restore your data from a custom backup file as set out on your order for Back Up restore services. We may refuse to restore your data, if in our reasonable opinion such restore will result in security risk or will alter the performance of the Server to the detriment of other customers.