

Hosting Agreement

Leap Frog Group, Inc. does not directly provide hosting services to our clients. Your website service is provided by Hosting Matters, Inc. We may be asked to act on your behalf administratively or technically on occasion, but you are responsible for adhering to their standard agreement, where applicable. Your company (herein after referred to as “client”) agrees to the terms below.

Hosting Matters, Inc. ("Hosting Matters") provides web site hosting and dedicated services to its clients as a way for those clients to pursue the informational and commercial exchange the Internet affords. To protect the interests of all clients and to ensure optimal service levels, Hosting Matters has developed the following Acceptable Use Policy ("AUP") for clients as a guide to client rights and responsibilities when utilizing services offered by Hosting Matters. Use of any service offered by Hosting Matters by any client will constitute acknowledgment of and agreement to the terms outlined in this document. This AUP may be revised in part or in full at any time by Hosting Matters and notices of changes will be posted to the Hosting Matters [community forums](#). Continued use of services offered by Hosting Matters after such changes or enhancements to the AUP have been made will constitute acceptance of any revisions to the AUP.

Content

All services provided by Hosting Matters may be used for lawful purposes only. Hosting Matters does not monitor, edit, censor, or take responsibility for client content or communications from within the network controlled by Hosting Matters except inasmuch to determine if violations of the AUP have occurred once a suspected violation has been brought to the attention of Hosting Matters. Therefore, clients are solely responsible for the content and use of their service as provided by Hosting Matters and should ensure that such use falls within the guidelines of the AUP. Hosting Matters cannot and will not monitor, edit, censor, or otherwise interfere with information or content clients may retrieve from sources outside the Hosting Matters network even when such information is made available to clients through the use of material deliverable to any site or service maintained by Hosting Matters, such as via email. Because of this, Hosting Matters will not be responsible for injury or liability to any client resulting from communications that may be offensive, misleading, illegal, or otherwise unsuitable in the view of the client. Clients further agree to indemnify and hold harmless Hosting Matters or any of its subsidiaries from claims resulting from the use of any provided service which damages the client of any other party.

Domain Registrations and Renewals

By authorizing Hosting Matters, Inc. to act as the registering agent for new domain registrations, clients are bound by the terms of the registration agreement as outlined at [this link](#). Domain disputes are governed by the Uniform Domain Name Dispute Resolution Policy (UDRP) as outlined at [this link](#). All domain name registrations and renewals are completed only after payment has been received. Failure to appropriately address invoices for domains renewals can result in domains lapsing should the invoices remain open past expiry. Hosting Matters, Inc. will not be responsible for domain expiries where the renewal or registration fees have not been paid. Domains that enter the redemption period that every registrar maintains will incur higher fees to

renew per the registrar's fee schedule. As of the date of this document, the current fee is \$300. Any domain that should not be renewed at the next scheduled invoicing for it must be marked appropriately in the client area, or brought to the attention of our accounting or technical support department via the helpdesk so it can be marked for nonrenewal. Renewals that have been processed prior to notification cannot be refunded, due to registrar policies.

Data Retention

Backups are performed by Hosting Matters as a courtesy to clients; however, all clients are advised to maintain a current local copy of their files in the event backups are irretrievable for any reason. Hosting Matters will not be deemed responsible for data or other loss resulting from the unavailability of backups. Backups will not be retained for accounts that have been cancelled, unless such retention is deemed necessary by Hosting Matters. As cancellation requests are processed immediately, any required files from the affected account should be downloaded prior to the cancellation request.

Prohibited Activities

Commercial advertising - email:

The sending of unsolicited email (spamming) from a Hosting Matters server or referencing a domain hosted by Hosting Matters in any spam, whether originating from the Hosting Matters network or not, is forbidden. Hosting Matters maintains an excellent reputation as a zero-tolerance provider due to swift action on spam complaints. Complaints regarding spamming are investigated thoroughly by Hosting Matters. Should abuses be found, Hosting Matters reserves the right to immediately and without notice terminate the offending account. Sites that promote, sell, or otherwise provide access to spamware products or email lists or products that are solely for the purpose of extraction or sale of email addresses or which are used to send bulk email are not permitted on any Hosting Matters server. Unsecured form to mail scripts, such as Matt Wright's formmail script, are likewise prohibited as are any naming variant of generic form to mail scripts (formmail.*, Formmail.*, FormMail.*). Unsecured form to mail scripts found to exist under any client account may be deleted or renamed at the discretion of Hosting Matters.

Misuse of system resources:

To protect and maintain high availability of all servers, activities designed to cause harm to or monopolize the resources of any server in the Hosting Matters network is prohibited. This includes, but is not limited to, the use of programs that consume excessive CPU time; use of server space for backup or storage of material unrelated to the web site of an account; use of server space to be utilized for the purpose of major software repository items; use of any provided mail services other than for the client's own account; resale of disk space without an appropriate reseller agreement; use of servers to engage in any malicious or illegal activity, including unauthorized access to remote systems or providing the means for such access or engaging in any activity that can be used as a means to begin remote system penetration; distribution of viruses, worms, or any other electronic destructive resource; or maintaining or creating any free for all (FFA) type sites.

Internet Relay Chat ("IRC") related materials are prohibited, without exception. This includes bots, bouncers, or any script or software package designed to facilitate the creation, maintenance, or access to any IRC server or channel. Client accounts found to have such software or scripts

uploaded are subject to suspension or termination without notice. Scripts or software found to exist on any server will be deleted immediately upon discovery, without notice, and a warning issued. Further violations of this policy will result in account termination.

CGI or php-based shell scripts are prohibited. This includes any script that is used for the purpose of issuing shell-level commands or which acts as a proxy for shell access via a web browser rather than the use of the embedded SSH client in the control panel or the use of a standalone SSH client. Such scripts will be deleted without notice when found. Continued use of such scripts will be grounds for account termination.

Web proxy scripts are prohibited. This includes any script, such as nph-proxy, that allows anyone to browse to a third party web site from any server in the Hosting Matters network or that otherwise masks the true origination point of browsing activities by use of network information associated with Hosting Matters. Such scripts will be deleted when found. Repeated violations will result in account suspension or termination.

The weblog software Greymatter is not permitted on any Hosting Matters server. Filtering is performed on all servers to deny access to the scripts Greymatter utilizes due to the resource issues created by those scripts. Installations found will be noted to the account holder for removal and transitioning to a new weblog software package.

Illegal or obscene content:

Use of any Hosting Matters service to make any illegal or obscene content available via transmission, storage, or display of such material is prohibited. Accounts maintaining such content are subject to suspension or termination without notice.

Intellectual property violations:

Any activity that infringes on copyrights, trademarks, service marks, patents, software ownership, or trade secrets held by any third party entity is prohibited. Hosting Matters is required by law to remove or suspend accounts that violate copyright held by third parties when notified that such infringement exists. Accounts that continually engage in such violations are subject to termination. Material that infringes on the privacy or rights of others, or that otherwise represents a reasonable, credible threat, is prohibited. Disputes between parties where clear legal decisions cannot be determined by individual claims must be settled between those parties and valid legal documentation must be provided for action related to content on sites within the Hosting Matters network. In no instance will Hosting Matters be responsible for individual site material for which no authoritative documentation has been provided.

Other activities:

Any activity not defined above but judged by Hosting Matters to be harmful to other clients or general operations of the network will be addressed on a case by case basis.

Account Policies and Cancellation

Cancellation requests must be made via email to billing@hostmatters.com, via the client area, or via the online ticketing system at <https://secure.hostmatters.com>. No other avenues of cancellation will be accepted. While no advance notice of cancellation is required, all fees paid

for service to the point of cancellation are nonrefundable. Cancellations made within 30 days of beginning service are subject to the Hosting Matters 30-day guarantee, and will result in a refund of fees paid. All fees paid for domain registration are nonrefundable, without exception. All domain registrations are completed only after payment is received.

Accounts are payable in full at the time of account creation. Accounts for which payment by credit card is selected are subject to suspension if payment cannot be processed at the time of account creation. If payment by check or money order is selected, payment must be received within two (2) weeks of account activation or the account will be suspended without notice. New accounts that remain past due fifteen (15) days after account activation are subject to termination without notice. Any account reaching fifteen (15) days past due is subject to suspension for nonpayment. Such accounts are subject to termination after thirty (30) days in a past due state. All invoicing and payments are automatic and recurring based on the contract length specified by the client at the time of account setup or by request after setup has been completed. All invoices are due upon creation. Chargebacks issued for valid hosting fees will result in immediate account termination, without prior notice, and without exception.

Service and Reporting

Hosting Matters reserves the right to refuse, cancel, or suspend service at its discretion. All clients, direct or indirect via resold account and all subnetworks and subsidiaries are subject to the terms of this AUP. Any violations of the above policy may be made via email to abuse@hostmatters.com or via postal mail to:

Hosting Matters, Inc.
1650-302 Margaret St #332
Jacksonville, FL 32204-3869

Indemnification and Governance

All customers agree to indemnify, defend, and hold harmless Hosting Matters from any and all losses, expenses, liabilities, claims, attorney's fees, damages, awards, judgments, or actions that may arise from the use of this service other than as expressly authorized by the terms of this policy. Hosting Matters makes no warranties, expressly or implied, for this service. This service is offered on an "as is" basis, and customers waive all claims as noted above that may arise from the inability to use this service as provided. The recourse available to customers should customers become dissatisfied with this service, the terms of this service, or any policy, practice, or guideline as set by Hosting Matters will be limited to discontinuation of service as denoted in the Account Policies and Cancellation item above. This agreement is governed by the laws of the State of Florida and the United States of America. Customers agree that all services provided by Hosting Matters are deemed to have been requested in and provided in Duval County, Florida, and that jurisdiction for any and all claims or disputes shall reside there.

Copyright Information

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