

Last Modified – 9th February 2010

All users of Nigeria Website Design, and all customers upon signing up for Nigeria Website Design services, agree to comply with Nigeria Website Design 's Acceptable Use Policy (AUP). The spirit of the AUP is to ensure customers are using Nigeria Website Design 's services with due regard to the rights of other Internet users and in conformity with the requirements of Nigeria Website Design's network environment. The AUP are not exhaustive and Nigeria Website Design reserves the right to add, delete, or modify any provision of its AUP at any time without notice, effective upon posting of the modified AUP to our site. Any complaints about a customer's violation of the AUP should be sent to jim@nigeriawebsitedesign.com. The AUP supersedes any other agreement with Nigeria Website Design, whether written, oral, by conduct, or otherwise.

[I] Web Hosting and E-commerce Customer Restrictions

The following apply only to Nigeria Website Design's Web Hosting and E-Commerce customers, and supplement the terms in sections III and IV that applies to all Nigeria Website Design customers:

Server Resources

Any web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given the option to either pay additional fees (which will depend on the resources required), reduce the resources used to an acceptable level, or upgrade its service to a Dedicated Server plan. Nigeria Website Design will be the sole arbiter of what is considered to be a high server usage level. Any Web Hosting and E-Commerce account deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.

Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to Nigeria Website Design's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a web site hosted on a Nigeria Website Design server, and selling or distributing software (on a web site residing on a Nigeria Website Design server) that facilitates spamming. Violators will be assessed a fine and will face immediate suspension. Nigeria Website Design reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

CGI Scripts

Any scripts that pose a potential security risk or are deemed to be adversely affecting server performance or network integrity will be shut down or will be automatically removed without prior notice. Nigeria Website Design does not permit CGI script sharing with domains not hosted by Nigeria Website Design.

Chat Rooms

Nigeria Website Design does not allow Web Hosting and E-Commerce customers to install their own chat rooms. Chat rooms tend to require significant system resources and therefore cannot be permitted as an account option. However, for a small charge, Nigeria Website Design provides Java chat rooms that meet most users' needs and run without hindering system performance.

Background Running Programs and Cron Jobs

Nigeria Website Design may allow programs to run in the background. These programs will be considered on an individual basis and Web Hosting and E-Commerce customers will incur extra charges based on system resources used and operational maintenance needed. If you wish to run background programs please contact Nigeria Website Design support staff at <http://support.windowwebhosting.com> so that we can arrange set-up.

IRC

Nigeria Website Design does not allow IRC or IRC bots to be operated by Web Hosting and E-Commerce customers.

[II] Nigeria Website Design Dedicated Server Customer Restrictions

The following Terms of Use apply only to Nigeria Website Design's Dedicated Server customers, and supplement the terms in sections III and IV that apply to all Nigeria Website Design customers:

Customer Security Responsibilities

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach.

IRC

Nigeria Website Design allows Dedicated Server customers the use of IRC inside the Nigeria Website Design network as long as the use of IRC on a Nigeria Website Design server does not violate any of the other terms of these AUP. As a policy, Nigeria Website Design will not provide vanity IRC reverse DNS records. To enforce this policy Nigeria Website Design does not turn the reverse address of IPs over to the customer. Authority over this information remains with Nigeria Website Design.

Billing for Network Resources

The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's server to the Internet. The customer may request that the customer's server be disconnected from the Internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

[III] All Saxton IT Customers

The following Terms of Use apply to ALL Nigeria Website Design customers:

Services

Nigeria Website Design's services include, but are not limited to:

- any act of preparing, setting up, connecting, maintaining, terminating, or reconnecting customers' account (including all billing data and the space on the particular Web server that Nigeria Website Design provides to customers);
- any use by customers, or any access provided to customers by Nigeria Website Design, of computing, telecommunications, software, information, hardware, and equipment;
- any act, or provision of any service, by Nigeria Website Design to customers, related to web hosting and domain name registrations (including server usage and technical support), regardless of duration and whether paid for or not;
- any provision by Nigeria Website Design to customers, of any space, Internet connectivity, or electrical power;

- any access or use related to the Nigeria Website Design's web site, including the web site itself;
- any other service mentioned in this policy;
- any other service provided by Nigeria Website Design to customers, whether used or not;
- any other Nigeria Website Design services that are used by customers, whether offered or provided by Nigeria Website Design to customers.

Ownership of Web Site

The legal owner of customers' web sites and accounts with Nigeria Website Design will be the individual or organization whose name is listed in Nigeria Website Design's database as the owner. Customers will fully cooperate with and abide by any and all of Nigeria Website Design's security measures and procedures in the event of any dispute over ownership of customers' web sites and accounts with Nigeria Website Design.

Illegal Use

Nigeria Website Design servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Additionally, in purchasing Nigeria Website Design services, all Nigeria Website Design customers certify that they and/or the organization they represent in procuring services from Nigeria Website Design are not, nor have been designated, a suspected terrorist as defined in Executive Order 13224; are not owned or controlled by a 'suspected terrorist' as defined in Executive Order 13224; and are not on, are not a member of, related to, associated with, or controlled by any organizations on the list contained in the Annex to Executive Order 13224 and all updates thereto.

Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to Nigeria Website Design's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a web site hosted on a Nigeria Website Design server, and selling or distributing software (on a web site residing on a Nigeria Website Design server) that facilitates spamming. Violators will be assessed a fine and will face immediate suspension. Nigeria Website Design reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

System and Network Abuse

Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of system or network security violations include, without limitation the following: unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures

without express authorization of the owner of the system or network; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Viruses and Other Destructive Activities

Use of Nigeria Website Design's services or equipment for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use Nigeria Website Design's services and equipment (or any connected network, system, service or equipment) or conduct their business over the Internet.

Adult Content

Pornography and sex-related merchandising are prohibited on Nigeria Website Design servers. This includes sites that may infer sexual content or provide links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet, or provide links to such sites.

Child Pornography

The use of Nigeria Website Design's services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Nigeria Website Design is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, its services.

Privacy

Nigeria Website Design is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Nigeria Website Design urges its customers to assume that all of their on-line communications are insecure. Nigeria Website Design cannot take any responsibility for the security of information transmitted over Nigeria Website Design's facilities. Additional details on privacy and Nigeria Website Design's use of customer information can be found in Nigeria Website Design's Privacy Statement.

Customer Responsibility

Customers are required to use the Nigeria Website Design network responsibly. This includes respecting the other customers of Nigeria Website Design. Nigeria Website Design reserves the right to suspend and/or cancel service with any customer who uses the Nigeria Website Design network in such a way that adversely affects other Nigeria Website Design customers. While Nigeria Website Design may monitor its service electronically to determine that its facilities are operating

satisfactorily, as a general practice, Nigeria Website Design does not monitor its customers' communications or activities to determine whether they are in compliance with the AUP. However, when Nigeria Website Design becomes aware of any violation of the AUP or other user agreements, Nigeria Website Design may take any action to stop or correct such violation, including, but not limited to, denying access to Nigeria Website Design's services and equipment or to the Internet. In addition, Nigeria Website Design may take action against a customer or a customer of such customer because of the activities of such customer. Nigeria Website Design anticipates that customers who offer Internet services will cooperate with Nigeria Website Design in any corrective or preventive action that Nigeria Website Design deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Nigeria Website Design policy and Nigeria Website Design reserves the right to take any such action even though such action may affect other customers of the Nigeria Website Design customer.

Actions Taken by Nigeria Website Design

The failure by a customer to meet or follow any of the AUP is grounds for account deactivation. Nigeria Website Design will be the sole arbiter as to what constitutes a violation of the AUP. Nigeria Website Design reserves the right to remove any account without prior notice and to refuse service to anyone at any time. When Nigeria Website Design becomes aware of an alleged violation of its AUP, Nigeria Website Design will initiate an investigation. During the investigation, Nigeria Website Design may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, Nigeria Website Design may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, Nigeria Website Design will notify the appropriate law enforcement authorities of such violation. An unlisted activity may also be a violation of the AUP if it is illegal, irresponsible, or constitutes disruptive use of the Internet. Nigeria Website Design does not issue credits for outages incurred through service disablement resulting from AUP violations. Violators of the policy are responsible, without limitations, for the cost of labor to rectify any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Nigeria Website Design.

Indemnification

Nigeria Website Design customers agree to protect, defend, hold harmless, and indemnify Nigeria Website Design, any third party entity related to Nigeria Website Design (including, without limitation, third party vendors), and Nigeria Website Design's executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, and co-subsidiaries with the same parent company as Nigeria Website Design, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses, arising out of or resulting in any from the customer's use of Nigeria Website Design's services.

Disclaimer

The Nigeria Website Design service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Nigeria Website Design expressly disclaims any representation or warranty that the Nigeria Website Design service will be error-free, secure or uninterrupted. No oral advice or written information given by Nigeria Website Design, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. Nigeria Website Design and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

Termination for Bankruptcy or Insolvency

If a customer becomes insolvent or any bankruptcy petition is filed by the customer, or any third party against the customer, Nigeria Website Design may immediately terminate provision of Nigeria Website Design's services to the customer without prior notice or penalty. Such customer consents to the grant of relief from any automatic stay of proceedings against Nigeria Website Design in such event.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, AND UNDER NO THEORY OF LAW OR EQUITY, WILL Nigeria Website Design (INCLUDING, WITHOUT LIMITATION, Nigeria Website Design's EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, CO-SUBSIDIARIES WITH THE SAME PARENT COMPANY AS Nigeria Website Design, AFFILIATES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE) OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING Nigeria Website Design's SERVICES, BE LIABLE FOR THE LOSS OF A DOMAIN NAME, OR ANY BUSINESS OR PERSONAL LOSS, REVENUES DECREASE, EXPENSE INCREASE, COSTS OF SUBSTITUTE PRODUCTS AND/OR Nigeria Website Design SERVICES, OR ANY OTHER LOSS OR DAMAGE WHATSOEVER, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF ANY USE OF, OR ANY INABILITY TO USE, ANY Nigeria Website Design SERVICES EVEN IF Nigeria Website Design HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nigeria Website Design's TOTAL CUMULATIVE LIABILITY, IF ANY, TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY AND ALL DAMAGES, RELATED TO THE AUP OR Nigeria Website Design's SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE FROM ANY NEGLIGENCE, ANY ACT OR OMISSION BY Nigeria Website Design OR Nigeria Website Design's REPRESENTATIVES, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, WILL BE LIMITED TO, AND WILL NOT EXCEED, THE ACTUAL DOLLAR AMOUNT PAID BY THE CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES, LOSSES AND CAUSES OF ACTIONS DURING THE 3-MONTH PERIOD PRIOR TO THE DATE THE DAMAGE OR LOSS OCCURRED OR THE CAUSE OF ACTION AROSE.

Modifications

Nigeria Website Design may discontinue, upgrade, replace, modify, or change in any way, without limitation, any software, application, program, data, hardware, equipment, or portions or components thereof, used to provide customers with Nigeria Website Design's services. Certain changes to Nigeria Website Design's services may affect the operation of customers' personalized applications and content. Each customer is solely responsible, and Nigeria Website Design is not liable, for any and all such personalized applications and content, except as expressly agreed to by Nigeria Website Design.

Backup of Data

Except where Nigeria Website Design has expressly agreed in writing to the contrary, customers are solely and entirely responsible, and Nigeria Website Design is in NO way responsible, for the management and backup of all customer data, and all updates, upgrades, and patches to any software that customers use in connection with Nigeria Website Design services.

Third Party Licenses

Nigeria Website Design makes a reasonable effort to provide customers with technologies, developments, and innovations (collectively "Technologies"), part of which may be licensed, or co-

branded, from or by, third party entities. However, Nigeria Website Design makes NO warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, validity, or continued existence of any or all aspects of such Technologies. Moreover, Nigeria Website Design specifically disclaims all warranties of merchantability and fitness for a particular purpose for such Technologies. Furthermore, no customer will hold Nigeria Website Design liable in any way for the revocation of any license, which has been licensed to Nigeria Website Design. The use of the Technologies obtained from or through Nigeria Website Design, or any other referred third party, whether directly or indirectly, is at the sole risk of customers.

Non-Saxton IT Products

Any mention of non-Nigeria Website Design products by Nigeria Website Design, its employees, or any third party entity related to Nigeria Website Design is for information purposes only and does not constitute an endorsement or recommendation by Nigeria Website Design. Nigeria Website Design disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Nigeria Website Design products or services.

Intellectual Property

Customers will not, without Nigeria Website Design's express written consent, copy, reproduce, republish, or otherwise use any material, in whole or in part, that is located on Nigeria Website Design's web site, and customers will not use any of Nigeria Website Design's trademarks, service marks, copyrighted materials, or other intellectual property without Nigeria Website Design's express written consent. Customers will not, in any way, misrepresent their relationship with Nigeria Website Design, attempt to pass themselves off as Nigeria Website Design, or claim that customers are Nigeria Website Design.

Assignment

Customers may not assign or delegate their rights or obligations under the AUP or other agreement for Nigeria Website Design's services, either in whole or in part, without the prior written consent of Nigeria Website Design.

Minimum Age Requirement

Nigeria Website Design customers must be at least 18 years of age. Any individual under the age of 18 years ("Minor") must have a parent or guardian accept the AUP in order for the Minor to become a Nigeria Website Design customer. A parent or guardian who accepts the AUP on behalf of a Minor will be primarily liable for ensuring complete and proper compliance with the AUP, including the timely and full payment of the charges for Nigeria Website Design services, and such primary liability will continue even when the Minor has attained the age of 18, unless the parent or guardian obtains Nigeria Website Design's express written consent to the contrary. Any acceptance of the AUP or any other agreement for Nigeria Website Design's services will be deemed null and void to the extent that Nigeria Website Design will not be liable in any way as a result of the Minor's age or legal incapacity or the Minor's use of Nigeria Website Design's services.

Governing Law and Severability

The AUP, and any other agreement for Nigeria Website Design services, will be governed by and construed in accordance with the laws of the State of Gujarat, India without reference to its conflicts of laws principles. Any litigation or arbitration between a customer and Nigeria Website Design will take place in Gujarat, and the customer will consent to personal jurisdiction and venue in that jurisdiction. If any provision or portion of the AUP or other Nigeria Website Design agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the AUP or the agreement will continue in full force and effect.

Force Majeure

Nigeria Website Design will not be liable for delays in its performance of the AUP or Nigeria Website Design services caused by circumstances beyond Nigeria Website Design's reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labor or materials, labor disputes, transportation problems, accidents, embargoes, or governmental restrictions (collectively "Force Majeure"). Nigeria Website Design will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, lack of finances will not be considered an event of Force Majeure nor will any event of Force Majeure suspend any obligation of customers for the payment of money due.

Waiver and Amendment

Any waiver, modification, or amendment of any provision of the AUP or other agreement for Nigeria Website Design services, initiated by a customer, will be effective only if accepted in writing and signed by an authorized representative of Nigeria Website Design.

Independent Contractors

Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between Nigeria Website Design and its customers. Each of Nigeria Website Design and its customers will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

[IV] All Customer's Billing Policy

The following Terms of Use constitute Nigeria Website Design's Billing Policy and apply to ALL Nigeria Website Design customers:

Payments

All charges are shown and payments are to be made in Pounds. Nigeria Website Design accepts the following types of payment:

- Cheque/money order sent to Nigeria Website Design
- PayPal payment for annual subscription using Credit card
- Bank Standing Order details obtainable from Nigeria Website Design.

All payments are due on the Account Statement Date. The Account Statement Date is the monthly anniversary of the date the account was activated. Payment made by Standing Order or PayPal subscription will be taken on the anniversary.

Customers paying by cheque or money order agree to make payment of their balance due within ten (10) days of the Account Statement Date.

Accounts that are thirty (30) days past due will be automatically suspended. All past due and unpaid balances are subject to collection. In the event of collection, you will be liable for costs of collection including attorney's fees, court costs, and collection agency fees.

Abuse To Nigeria Website Design Staff

Any Abuse to Nigeria Website Design Staff will result in termination of account. Refunds will not be given.

Billing Cycles (Terms)

Nigeria Website Design Yearly (12 months). The Billing Cycle begins on the Plan Activation Date.

Account Renewals

In order to insure uninterrupted service to your website, all plans will automatically renew at the end of the plan's Billing Cycle. Plan renewal charges are based on the prevailing rate on the date of renewal according to the service selected. Plans are renewed for the same billing cycle. If you wish to cancel your plan before plan renewal, please refer to the Cancellation section below.

Statements

Nigeria Website Design does not mail paper invoices or statements. Statements can be viewed and printed through Control Panel.

Fees

- Returned Checks

Nigeria Website Design charges a £10.00 fee for returned cheques. Customers that issue a cheques will be required to submit future payments with a certified cheque or money order.

Hosting Plan Changes

Customers electing to change to a lower priced hosting plan on the same platform will be charged a £19.95 downgrade fee. There is no upgrade fee for upgrading to a higher priced plan, however, you will be charged any difference between the setup fee applicable to your new and former plans.

Account Splits and Mergers

Nigeria Website Design encourages customers to merge hosting plans contained in two or more accounts into one account. There is no fee for this service. Customers may also request that Nigeria Website Design separate one or Compare Plans contained under one account into separate accounts.

Cancellations

Hosting plans will automatically renew until a plan is cancelled. In order to cancel service, you must contact Nigeria Website Design's Support Desk Team. Nigeria Website Design's customer service representatives will assist you with the cancellation process. Please be aware that there are no pro-rated refunds after the first 30 days of service.

Cancellation requests must be received by Nigeria Website Design a minimum of thirty (30) days prior to the end of your Billing Cycle for dedicated server plans and a minimum of ten (10) days prior to the end of your Billing Cycle for all other plans. Cancellations submitted later than this time may result in automatic renewal of your hosting plan. Cancellations become effective on the day processed by Nigeria Website Design. Nigeria Website Design is unable to cancel your account effective for a future date. Nigeria Website Design will confirm the cancellation request when it is processed. If you do not receive a confirmation, please contact Nigeria Website Design as soon as possible.

Nigeria Website Design does not monitor, and will not automatically cancel, plans for problems related to domain name transfers, non-usage, Internic, your ISP, or any other secondary issues not directly related to Nigeria Website Design's services. Cancellation of services does not relieve the

customer from paying any outstanding balance owed on the account. Nigeria Website Design reserves the right to cancel any account, at any time, without notice, for any reason Nigeria Website Design considers appropriate.

Billing/Price Changes

Nigeria Website Design's policies and prices are subject to change without notice. Any price changes become effective in the next billing cycle.