



Mezzo Host
Acceptable Use Policy and Agreement

This is the Provider/Customer Agreement and Acceptable Use Policy (AUP) between all customers and clients of Mezzo Host (hereinafter referred to as "Customer" or "You") and the web hosting services company, Mezzo Host (hereinafter referred to as "Mezzo Host", "We" or "Company") from the initial use of our services until the cancelation or termination of said services.

Mezzo Host reserves the right to change this Policy without notice to our customers. While we regularly communicate with our customers on an ongoing basis via email communications, we suggest you refer to this agreement often to refer to the evolving technology of our server and evolving preventative security risk measures. Please note that we do provide the most recent date of the latest update of this policy at the footer of this document.

Mezzo Host strives to provide the best possible service to all our customers, but we will not tolerate any unlawful activity or abuse on our servers, and we require that accounts be managed under these terms. Mezzo Host is under no obligation to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police the Internet-related activities of your employees or contractors within our servers or networks.

We respect freedom of speech and free expression unless it is harmful to others. Our policies are imposed to protect you and us against any harm. Above all, we reserve the right to refuse business for any reason.

1) Service Overview

Metaphorically speaking, our web hosting service is comparable to renting an apartment.

We maintain several servers (apartment buildings) and within these buildings are several suites (web hosting packages). The lease is the same thing as a "term of service" which is defined in terms of a recurring schedule cycle in either monthly, seasonally, semi-annual, annual or multiple years.

A website resides in a building (server) and all maintenance - such as ensuring the lights stay on (server uptime) and the water keeps flowing (email) in and out - is our responsibility as the landlord. Web design or web development is similar to interior decorating for the apartment.

Using the same analogy, domain names are very like a phone number in the sense that a phone number is separate from a physical rental space and that both a phone number and a domain name both call up metaphoric location; your web space.

The customer acknowledges that web hosting is our primary service, and all other services such as domain names, third party software or services unrelated to disk space usage is a separate service.

2) Communication

2a) Technical Support

Our email contact is support@mezzohost.com and our toll-free telephone number within North America is 1-888-451-7343.

We offer both email and toll-free telephone support within North America 24 hours a day solely for our paying customers and any additional designated contacts, approved by the customer. There can be no more than three persons, including the customer, payee and billing contact, with access to our technical support or billing assistance at any given time. Each additional designated contact with technical support shall carry an additional cost of \$50/year per additional designated contact.

We consider email and web site availability issues to be of the highest priority in our support queue. Billing disputes or inquiries, domain name inquiries and marketing inquiries should be addressed via email, and are not considered emergency or high priority. DNS, DNS zone file update requests, domain name updates and inquiries related to third party applications must be addressed by email.

Customer agrees not to abuse this service, and if customer abuses this service, said customer's account can be terminated without refund, backup or notification. Mezzo Host shall have sole authority to determine violations of this policy.

The customer recognizes that our company employs people who care about their technical inquiries and to respect our staff with civility in the face of technical frustration.

2b) Notice

In accordance with Canada's Anti-Spam Legislation (CASL), which came into effect on July 1st, 2014, we are required to obtain explicit permission from our customers via an online form or when they sign up for services, to receive newsletters delivered via email from us regarding information about our company, general service updates, scheduled server maintenance alerts, general tips and special deals.

Our newsletter consent form can be found at:
<https://www.mezzohost.com/company/newsletter/>

All invoices, notices and communications will be sent by email, only from support@mezzohost.com.

Customers whom do not consent to receiving our newsletters via email understand they will not be notified of any of the aforementioned updates and will need to refer to our company web site blog (at <http://www.mezzohost.com/blog>) on an ongoing basis for information relating to any changes. We also use the services of Twitter in emergency situations - customers can find our twitter page at <http://www.twitter.com/mezzohost>.

3) Account Ownership

You must keep your contact information current and accurate, specifically including your full name, billing address, e-mail address, telephone number and any other billing information. You further agree that the failure to provide or maintain such accurate information is in material breach of this agreement and your account is subject to suspension and/or termination.

You must be 18 years of age to have an account with us or have a guardian who is 18 years or older who will serve as the customer's billing contact.

Mezzo Host is ultimately only responsible to the payee of the account and to the designated account ownership, approved by the payee to be in that position.

We verify ownership by payment information (credit card information or cheque information for example), phone number on record, email address on record and Mezzo Host will only give access information (usernames or passwords) via email. Only the owner or the billing contact on the account is to be responsible to Mezzo Host for payment.

If you wish to transfer your account to someone else or change any contact on file, you can update your account details using our online account and billing system; however we will not recognize the new contact until both the customer and future contact(s) verify and confirm they will be held responsible.

If you give or lose control over any account information to any other party or give access to your email address on your account to another party, you risk having your Web site and any other information taken over. We are not responsible for any information on your account should you reveal this information to another party who causes damage to your account and/or Web site.

If you are a Web designer and you are not the person paying for the hosting account we advise you to receive payment for your work before you publish it to our servers. Once the Web site is published to our servers the account owner or anyone with access to the account naturally has access or ownership of that content.

The customer also acknowledges it is his or her responsibility to be aware of your account resources to avoid extra charges or fees.

4) Payment Policies & Guarantees

4a) Fees

Payment is due immediately on the day your account was setup and so forth upon that anniversary date based on the schedule of the contract (monthly, seasonally, semi-annually, annually or multi-year). The minimum term of our service is one month.

Your account will auto renew until you cancel via email.

Our prices and fees can always be found on our company web site, and are always in Canadian dollars (CAD). We accept payments via credit card and e-transfer payments via most Canadian banking institutions. See here for more information about how e-transfer payments work: <http://www.interac.ca/en/interac-ettransfer/etransfer-detail>.

Customers paying by credit card are required to provide the credit card number, the credit card expiry date and the card security code. Customers are also required to provide a high-resolution photo of both sides of their credit card if requested by Mezzo Host. You agree to allow Mezzo Host to charge the credit card on file on a recurring basis at the beginning of each cycle of the term of service. Mezzo Host also reserves the right to charge the customer's credit card up to 7 days prior to the renewal date.

The customer may request not to pay by credit card if the customer's account is in good standing, and Mezzo Host may refuse this request. The customer may request any credit card information to be removed only if there is updated credit card information in its place, or the account is canceled. Customers who wish to pay via another payment method other than credit card must provide payment sufficient time before the expiration of the current service term so that the payment reaches us in advance of the renewal date, to ensure there is no interruption to services due to non-payment.

The customer acknowledges that the customer's accounting is securely managed through our website www.mezzohost.com and invoices are generated from this domain. While credit card information is entered via our web site using a high-grade encryption SSL certificate, this information is stored remotely and securely with our payment gateway – Stripe – and only the credit card token (card type, last four digits on the credit card and the expiry date) is stored on our billing system database.

All invoices, notices and communications will be sent by email, only from support@mezzohost.com. Credit card payments are processed under the name "MEZZOHOST.COM".

Customers providing new credit card information may see an authorization charge for \$1.00 to verify that the card is issued and the bank will allow it to be authorized. Regardless of whether or not the authorization is declined, our payment gateway (Stripe) will reverse our authorization request immediately. However, even if the bank declines the authorization, some people may still see an authorization charge for \$1.00 on their credit card statement though it is not a charge and should disappear from the credit card statement, depending on the customer's financial institution. Some financial institutions in countries outside of Canada may charge a foreign transaction fee, which we have no control over.

We generally email our customers an advance notice or invoice of payment due 30 days prior to the renewal date if the term of service is annual, and fewer days prior to the renewal date if the term of service is more frequent. An account becomes overdue the day after the customer's account renews, and may be suspended or terminated due to non-payment thereafter with no further notice.

We will charge a termination fee or a re-activation fee of \$25.00 CAD if the account has been suspended or terminated due to non-payment. We will charge an administrative fee of \$40.00 for the refusal, rejection or return of any cheque or credit card charge for any reason whatsoever or any portion thereof.

We will charge \$50.00 CAD for a complete site and email backup if your account is suspended or terminated due to non-payment. Payment is required before this work can be performed and we retain the right to refuse this service. Please refer to our backup policy.

We reserve the right to offer subsequent promotional rates that may or may not be more favorable than the terms under which you entered this agreement. Any such periodic special rates shall not affect the then existing rights and responsibilities of each party.

We reserve the right to offer subsequent promotional rates that may or may not be more favorable than the terms under which you entered this agreement. Any such periodic special rates shall not affect the then existing rights and responsibilities of each party.

Any dispute by customer about billing charges must be conducted via email.

4b) Suspension, Cancellation & Termination

You may cancel your account at anytime. To cancel your web hosting account with our company, you must do so via email from the email address we have on file. You must cancel your account at least one day prior to the renewal date. We must confirm a cancellation before it is valid. You cannot retroactively cancel your account.

Non-payment does not function as a cancellation notice.

Accounts will be suspended if the account is at least 14 days overdue without notice or payment arrangements being agreed upon, and a termination fee or re-activation fee may apply, which is required to pay prior to removing an account from suspension.

Your account may be terminated for violating any clause in this policy.

4c) Money Back Guarantee

Mezzo Host agrees to refund all hosting service fees in accordance with to our Cancellation & Termination policy (see 4b), for the new term upon receipt from the customer via email of the termination of your account within 30 days of the creation of a new account. Accounts paid for under special or promotional pricing are excluded from receiving refunds.

4d) Price Lock Guarantee

We promise to never raise our web hosting package prices, without increasing included features or included package resources (such as disk space, monthly data transfer limit, number of databases or number of email addresses) for as long as you are consistently paying for said hosting package. Special pricing is excluded unless it is stated specifically that the cost is locked for life.

4e) Uptime Guarantee

Our server uptime is one of our highest priorities.

The term "Web Site Uptime" means the percentage of a particular month (based on 24-hour days for the number of days in a subject month) that the content of customer's Web site is available for access via HTTP by those on several connection sources. Should your Website become inaccessible for longer than four minutes in one month (99.9999% monthly uptime) while hosted on Mezzo Host's servers, we will award you one free month of hosting – no matter what your terms of service allow you.

Mezzo Host will not give any credit or refund under this agreement in connection with any failure or deficiency of Web Site Availability caused by or associated with circumstances beyond Mezzo Host's control including war; strike or other labour disturbance; acts of god; fire; flood; tornado; earthquakes; embargo; boycott; unavailability/interruption/delay in telecommunications; virus attacks and/or hackers; third party software failure; acts by any governing body; emergency maintenance; scheduled maintenance windows, and system or server upgrades; Domain name system (DNS) problems outside of the control of Mezzo Host • Issues with FTP, POP, IMAP, or SMTP customer access; any customer's actions or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g. PHP, Python, CGI, Perl, HTML, ASP, etc.), any negligence, willful misconduct, or use of the Services in breach of this Acceptable Use Policy and Agreement. Mezzo Host is not responsible for browser, DNS, customer ISP issues or other caching that might make it appear your site is unavailable even though others can still access your information.

It is the customer's responsibility to request the credit via email within 48 hours of any such instance of server downtime.

5) Domain Names

Domain names are controlled by ICANN (The Internet Corporation for Assigned Names and Numbers). We merely offer domain names as an add-on service. Domain names are registered, renewed and transferred on an annual or multi-year basis and are non-refundable. Domain names must be paid for prior to registration, renewal and transfer, and are non-refundable. We are a reseller of Tucows Inc and the registration agreement can be found at: <http://www.opensrs.com/docs/contracts/exhibita.htm>

We register, renew and transfer domain names on behalf of customers, and from time to

time, our email address may be listed as the domain registrant or administrative contact. We acknowledge that we are not the holder of any customer's domain name unless the account is suspended or terminated due to non-payment. If an account is cancelled, suspended or terminated without payment or because of non-payment for any amount of money, the customer agrees that Mezzo Host may take ownership of the domain name registration if we manage the domain name.

See www.icann.org for more information.

Any additional services offered with a domain name, whether complimentary or not, is only made available during the term the domain name is registered through our company.

5a) Domain Name Dispute Policy

We cannot check to see whether the domain name you have or will select, or the use you make of the domain name, infringes legal rights of others. It is your responsibility to ensure you are not infringing legal rights of others. We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name.

The customer agrees that it shall defend, indemnify, save and hold Mezzo Host harmless from any and all demands, liabilities, losses, costs and claims, including any attorney's fees asserted during a domain name dispute. It is your responsibility to avoid copyright infringement and to protect yourself from legal action. Mezzo Host will not and cannot assist in domain name disputes reported to ICANN or any domain name registry.

5b) Ownership & WHOIS Policy

Mezzo Host strives at great length to protect our customers' information, however we cannot control the rules of either ICANN or CIRA thus there is no way for us to guarantee this safety.

The customer agrees that for each domain name registered by you the following information may be made publicly available in the WHOIS directory as determined by ICANN and may be sold in bulk as set forth in the ICANN agreement; your first and last name; the email address, postal address, phone number; the email address, postal address, voice and fax numbers for technical and billing contacts; the Internet protocol numbers for the primary and secondary name servers; the corresponding names of the name servers; the original date of registration and expiration date.

The person named as registrant on the WHOIS shall be the registered name holder. The person named as administrative contact at the time the controlling user name and password are secured shall be deemed the designate of the registrant with the authority to manage the domain name. You agree that prior to transferring ownership of your domain name to another person (the "Transferee") you shall require the Transferee to agree, in writing to be bound by all the terms and conditions of this Agreement.

5c) Domain Name Use & Management

All support requests regarding domain name management must be made via email.

Domain names are set to expire or renew on the anniversary date of when the domain name was initially registered in an annual or multiple year term. Domain names cease to function on the day they are set to expire, unless renewed prior to this day by payment, which will affect services associated with that domain name such as email.

Non-payment does not function as a cancellation notice. If you wish to not renew a domain name, you must inform Mezzo Host at least seven days prior to the expiration date, or risk being charged for the domain name renewal cost or lose rights over the domain name altogether.

For a period of month on the anniversary day of expiration after the expiration date of the term of domain name registration services, you acknowledge that we may provide a procedure by which expired domain name registration services may be renewed. You acknowledge and agree that we may, but are not obligated to, offer this process, called the "grace period."

During this grace period, you acknowledge that we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page, a commercial search engine that may display advertisements or to our own company web site, and you acknowledge that we may either leave your WHOIS information intact or that we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name.

You acknowledge that you assume all risks and all consequences if you wait until close to or after the expiration of the term of domain name registration services to attempt to renew the domain name registration services. You acknowledge that we, for any reason and in our sole discretion, may choose not to offer a grace period.

You acknowledge and agree that we may make expired domain name services(s) available to third parties, that we may auction off the rights to expired domain name services (the auction beginning close to the end or after the end of the grace period), and/or that expired domain name registration services may be re-registered to any party at any time.

After the grace period has concluded, the customer acknowledges and agrees that we may either (i) discontinue the domain name registration services at any, (ii) that we may pay the renewal fee or otherwise provide for the registration services to be continued, or, (iii) if we auctioned the domain name services to a third party, that we may transfer the domain name registration services to such third party.

If a domain name is offered at no additional cost beyond the base hosting service, the domain name is owned by Mezzo Host with the understanding that the customer is allowed to use the domain name free of charge during the life of the term of service and that Mezzo Host may use said domain name at the end of the term of service for whatever use. If the customer wishes to purchase, export or transfer the domain name to

their ownership after the term of service, we have the right to refuse or sell the domain name for a minimum of \$40.00.

6) Security & Content Policy

All services provided by Mezzo Host may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any National, Provincial, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trade-mark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorization.

The customer agrees to indemnify and hold harmless Mezzo Host from any claims resulting from the use of the service, which damages the subscriber or any other party.

Web sites found hosting any sort of copyrighted material previously described our servers may result in immediate account suspension and/or termination without refund, backup or notification.

Customers must report any instances of a security compromise immediately to our technical support department.

6a) Third Party Software

Most hosting accounts may come with a Control Panel (cPanel) and you may have access to other web applications or third party software, hereinafter referred to as third party software. The customer acknowledges that while we may offer such third party software for the customer's use, we did not develop the third party software and as such cannot guarantee or repair any function of such. Assistance for third party software is typically available via online communities or the applications' developer, and the customer acknowledges that support and assistance should be obtained via this avenue.

The customer may contact technical support for assistance, acknowledging that this is beyond our normal scope of technical support and is considered low priority in terms of our normal service level. The customer acknowledges that if work is required beyond our regular scope of technical support, the customer may need to find a web developer to repair the problem and in case we are able to repair the issue, there will be a cost of \$75.00/hour CAD.

Third party software also includes any related custom code, scripts, plugins, modules, themes or anything not produced or developed by Mezzo Host. The customer acknowledges that we are not responsible for the quality of files or the function of any files within a customer's Web space.

The customer also acknowledges that the use of any third party software is done so at the customer's own risk, and Mezzo Host is not responsible for the repair of any content such third party software may harm. We reserve the right to disable or remove any third party software in order to resolve related technical issues, or if the use of such affects the normal server operation, access to web traffic or service to other Mezzo Host customers.

The customer acknowledges that they are responsible for keeping their third party software up to date; to avoid evolving vulnerabilities inherent with software. Any security patches or software updates must be applied within 7 days of the general announcement by the software developers or creators of said third party software. It is the customer's responsibility to be aware of said updates. Many third party software developers host a blog and/or a way to communicate with the public to inform of such security patches or software updates.

If a customer's account is compromised due to software vulnerabilities relating to software not kept up-to-date we may suspend the account until the security compromise is resolved and we may charge a Security Violation Fee of \$75.

We may, for a cost and upon payment, offer a service of updating select third party software on a weekly basis, but we cannot make any guarantee of possible conflicts or the function of any custom code, scripts, plugins, modules, themes or anything not produced or developed by our company.

Precarious scripts - such as CGI Telnet scripts - are strictly forbidden, and customers who attempt to install this script will result in immediate account deactivation without refund, backup or notification. Such scripts that are used to get into or communicate with our server are not necessary to connect with your Web space as we offer SSH, and CGI Telnet is a major security risk. Mezzo Host generally does not allow chat rooms or IRC bots. You can however link your site to a third party chat provider outside of our servers and network. If you wish to install a script that is used to connect to the server, please contact Technical Support before doing so, to ensure you not breaking this policy.

Any deliberate attempt to cause damage to Mezzo Host or any other Internet servers will result in immediate account termination without refund, backup or notification.

6b) Pornography & Illegal Content

Any pornography and sex-related links or merchandising is strictly prohibited on all Mezzo Host servers. Web sites found hosting any sort of pornography on our servers will result in immediate account termination without refund, backup or notification.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to Mezzo Host servers or any other server on the Internet. Mezzo Host will be the sole arbiter in determining violations of this provision.

6c) Hate & Offensive Policy

Offensive content is not only defined as clearly illegal content, but also includes issues like glorification of violence, extreme political positions, etc. Offensive content can be defined at the discretion of Mezzo Host on a case-by-case basis.

Web sites found hosting any sort of offensive content on our servers may result in immediate account termination without refund, backup or notification.

6d) Disk Backup Policy

It is the customers' responsibility to maintain local copies of their web content and any information on their account including but not limited to customers website, email, databases, mailing lists, and archives, etc.

Mezzo Host maintains, as a convenience to its customers, regular automated data backups on accounts equal to or less than 25-gigabytes in total size.

This service is included only with some hosting packages and is provided at no additional charge. Hosting accounts greater than 25-gigabytes in size will not be included in regular data backups; this service is available for an additional service charge for accounts exceeding the 25-gigabyte size limit.

This service includes full backups, which are made nightly and held for upwards of one month, after which all backups are destroyed. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Full backups may be restored for a one-time cost of \$50.00 CAD. We will not provide backups in any other format other than offering it online in a zipped file format.

6e) Hosting Account Migration Policy

We are usually willing to assist new incoming customers with migrating their websites from another host to our servers. Whether a fee is charged for this service or not, the customer acknowledges that this is a complimentary service and we make no guarantee as to quality or function of the data, web site or email during or after the migration. As well, we cannot make any guarantee that third party software plugins, modules, themes and other associated files will function, especially when migrated to the latest version install of any third party software, or common server software. As well, it's impossible for us to guarantee the uptime availability of the outgoing host provider.

It is highly recommended that the customer retain a local backup of all services, including web content, email, databases, etc, prior to the migration of their account to our servers.

This complimentary service is only applicable to new customers who pay for a minimum of one year, and the request for migration must be made within 7 days of initial setup of said website hosting account. The customer must provide us - via email - with the FTP login credentials, any Control Panel login credentials, database login details and/or database export tools provided by the outgoing host provider. The account hosted with the outgoing host provider must be active until the account transfer has completed.

The hosting account migration process may take up to 72 hours to complete. We reserve the right to refuse any account transfer request at our sole discretion. This service is not available for existing accounts intending to merge with other existing accounts.

6f) Password Policy

Customers may be provided with several different passwords for access to our online billing system, access to FTP, access to email and Webmail accounts, access to the account Control Panel, access to any databases associated with their website, access to any third party web applications and any other passwords for password protecting directories, password protecting online shopping carts, blogs, content management systems and/or user systems.

These passwords should be varied and different from each other, and should include a “password score” of at least 65%, defined by our password score calculator found at <https://www.mezzohost.com/password/>. Minimum requirements for passwords to include a “password score” of at least 65% should include a minimum of 8 characters, uppercase letters, lowercase letters, numbers and/or symbols.

While we employ a comprehensive security system, the customer acknowledges that any access passwords with a password strength of less than 65% may put the customer’s account and our servers at risk. If a customer’s account is compromised due to a weak password (defined as having a password score of less than 65%) we may suspend the account until the security compromise is resolved and we may charge a Security Violation Fee of \$75.

Passwords are irreversibly encrypted and stored via a secure server.

Passwords recovery requests will only be provided via email and only from support@mezzohost.com. While the password may be presented in plain text format, it will always be delivered from an encrypted source. Due to the inherent risk that may come with receiving email in an insecure manner, we recommend that after the password information has been received, the customer should immediately change the password to their preference.

7) Email Policy

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

We react quickly and seriously to these violations, and we reserve the right to terminate the customer’s services, without prior notice, of any customer disregarding this policy. As well, any monies paid for use of the customer’s web space will be held without refund for violation of this policy.

Mezzo Host cannot be the source, intermediary, or destination address involved in the transmission of any unsolicited email, email bombs, hate email, or any mass email. Your email account may not be referenced as originator, intermediary, or reply-to address of such email. We consider mass email as any email messages sent to more than 300

email addresses in one hour. If you find the need to send out a mass email, we suggest you use a Mailing List to avoid offending this policy.

While we provide virus scanning and spam filtering on our servers, we cannot accept responsibility for any viruses or spam that you may receive by any means of electronic transfer.

8) Traffic Policy

Mezzo Host imposes very generous data transfer traffic limits that most sites never reach, unless they offer shareware, sound, video, image and multimedia archives, are mirror sites or any site whose primary purpose is file distribution.

Data Transfer is defined as being all data transferred with your account. That includes all emails, FTP and visits to your Web site. Use your resource meter to examine how much bandwidth your account has used. We also measure bandwidth by what was used from the 1st of the month to the end of the said month, despite when the universal billing day is. Customers are discouraged from storing any files that cause excessive traffic on Mezzo Host servers. Please contact us for more information. Again, 99% of the sites do not fall into this category and never reach our most minimum traffic limits. Mezzo Host is not responsible for any bandwidth theft, which may cause a customer's bandwidth to rise. It is the customer's responsibility to monitor the resources that we offer.

We reserve the right to charge additional fees for sites that exceed our generous traffic limits. Such fees are published on our company web site. Sites that exceed their traffic limits will be billed without prior notification if they do not purchase add-on traffic packages. If an account exceeds three times their transfer limit or ignore repeat warnings about their account traffic, their account risks being suspended until further notice.

9) Intellectual Property Agreement

We respect the privacy of our customers and their respective work. Mezzo Host promises not to sell or disclose design, special scripting work done by a customer or any other form of Intellectual Property. The account owner of such account strictly owns all information on the customer's Web site.

The customer also agrees that during the term of this agreement and thereafter you may come into possession of information that is the proprietary information of Mezzo Host including but not limited to support documentation, marketing communications, Web applications and the content of this agreement. You acknowledge that all right in title to any such intellectual property shall remain the sole property of Mezzo Host and you have no right title or interest therein. You further agree not to provide access to any services of Mezzo Host for commercial gain or otherwise.

You agree that you are not to assist any third party or to instigate yourself in any way to use, translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market, or otherwise dispose of any portion of the

services that we provide. Any and all right or title to any engineering, coding, programming, design, support documentation or customer service workaround and other modifications that we provide, shall also remain the sole property of Mezzo Host.

10) Non-Disclosure Agreement & Privacy Policy

10a) Website Use Privacy

Our privacy policy applies solely to information collected via www.mezzohost.com.

Like most standard websites, we utilize a variety of web statistics, analytics and log files. This information may include Internet protocol addresses, browser types, web visitors' Internet service providers, platform and device types, visitor screen resolutions, date and time stamps, tracking web visitor movements within our website and gather broad demographic information for aggregate use.

10b) Customer Support and Account Privacy

We respect the privacy of our customers and staff. We agree not to lease or sell any of your information to anyone or any other entity.

While we may actively co-operate with the authorities to preserve a safe environment on the Internet, we will not disclose any information about our customers or their Web content without consent from the said customer, or by ruling of a court authorized by any provincial, city or federal authority.

All Mezzo Host employees with administrative or technical access to customers' personal information are required as a condition of employment to respect the confidentiality of the customers' personal information.

We agree not to disclose any of your information to anyone or any other entity, with exception to a credit collection agency in case of billing dispute, or persons acting as an agent or associate of the customer.

All information that you provide to us online or via email is performed securely and encrypted on our server(s). We only collect data for customer account management purposes that identifies you personally, such as:

- Your full name
- Your primary e-mail address(es)
- Your physical home or business mailing address
- Your contact telephone numbers
- Credit card information or other payment information
- Unique security question and answer
- Client area, FTP and cPanel passwords, excluding email account passwords

See section 4 for our policy on credit card information storage.

Mezzo Host shall protect any personal information him through security safeguards

against such risks as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction, regardless of the format in which it is held. Mezzo Host shall use care in disposing or destroying personal information to prevent unauthorized parties from gaining access to such information.

We may securely store information regarding customer computer and/or device environmental variables such as operating system, IP address(es) and any software information related to email use or web publishing, in an effort to assist customers in a productive manner. Customer information can be deleted or renamed, if the account is closed and in good standing, with the understanding that this information will be permanently closed with no option to reclaim past invoices or billing history

11) Indemnification Policy

We reserve the right to refuse service to anyone for any reason not prohibited by law. Also we reserve the right to terminate service to any customer for any reason not prohibited by law. You agree to use all Mezzo Host services and facilities at your own risk. Mezzo Host specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall Mezzo Host be liable for any loss or otherwise data lost (web site content or email content), or other commercial damage, including but not limited to special, incidental, consequential or other damages.

Customer agrees that it shall defend, indemnify, save and hold Mezzo Host harmless from any and all demands, liabilities, losses, costs and claims, including any attorneys' fees asserted against Mezzo Host, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns.

Customer agrees that it shall defend, indemnify, save and hold Mezzo Host harmless from any and all demands, liabilities, losses, costs and claims, including any attorneys' fees asserted against Mezzo Host, its agents, its customers, officers and employees, that may arise from the cancellation of an account due to any reason set out in the policy statement.

Customer agrees to defend, indemnify and hold Mezzo Host harmless against liabilities arising out of; any injury to person or property caused by any products sold or otherwise distributed in connection with Mezzo Host's server; any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; copyright infringement and any defective products sold to customer from Mezzo Host's server.

Any deliberate attempt to cause damage to Mezzo Host or any other Internet servers will result in immediate account deactivation without prior notice.

12) Choice of Law

This agreement shall be interpreted under the laws of the Province of British Columbia without regard to any conflict of laws elsewhere. Any action between the parties to this agreement for the breach of this agreement or any action or claim in any way relating thereto shall be enforced and handled within in the Province of British Columbia. The customer and Mezzo Host hereby consent to jurisdiction in that court and agree to

accept service by mail and hereby waive any defense of any kind related to jurisdiction of venue.

13) Survival

This entire agreement shall survive the termination of this agreement and shall remain in full force and effect after any such termination or cancellation.

YOUR CONTINUED USE OF SERVICES FOLLOWING ANY POSTING OF AN UPDATED OR NEW POLICY – AVAILABLE VIA THE INTERNET - CONSTITUTES BINDING ACCEPTANCE OF THIS AGREEMENT.

Last update: July 19, 2015