

TAPA Communications Terms of Use Policy (TUP)

This TUP refers to all TAPA Services. However, in the event of a conflict between the terms of this TUP and a signed TAPA Services Agreement, the terms of the TAPA Services Agreement will prevail.

1) SERVICE. TAPA will sell and Customer will purchase certain Services. TAPA Services are defined as the use by the Customer of computing, telecommunications, software, and information services provided by TAPA. These services also include the provision of access to computing, telecommunications, software, and information services provided by others via the Global Internet.

a) Web Hosting Service means - Any act of serving the Customer's Internet web pages on Shared or Dedicated Server Services being provided by TAPA, regardless of its duration and whether it's a paid service or a service for free. The Services are provided "as is" and "as available" without warranties or conditions of any kind.

b) Without limiting the scope of item 1.a. above, TAPA will provide services on its host computing systems to individual Customers in exchange for payment of fees and compliance with the terms and conditions of this document.

c) Connectivity Service means connection of the customer to the Internet via a telecommunications facility, and includes Virtual Private Network (VPN) Services.

d) Internet Services means - Any act of serving the Customer's business information using a database management system, commerce system, email system or other system on the TAPA network on Shared or Dedicated Server Services being provided by TAPA, regardless of its duration and whether it's a paid service or a service for free. The Services are provided "as is" and "as available" without warranties or conditions of any kind.

2) DOMAIN NAME REGISTRATIONS. TAPA's role in the registration of a domain name is limited to the submission of the registration request to the appropriate registrar (the "Registrar"). TAPA does not and cannot guarantee that a particular application for a domain name will be accepted or approved. Please note each individual domain name constitutes a single submission.

a) TAPA will submit application to the Registrar as provided. It is the registrant's responsibility to provide accurate information. Any change to the original information has to be made directly to the Registrar and not to TAPA. Be advised that upon registering a domain name with a domain name

Registrar you will be subject to the Terms and Conditions of these Registrars, or other registries as applicable.

3) TERM. The term of use is month to month, unless otherwise agreed upon. The Customer's services will be automatically renewed on the final day of the Term unless terminated in accordance with Section 5.

4) TRAFFIC RESTRICTIONS. For nearly all of our business customers, there will be no practical limit on the amount of traffic to and from your website. (Among our many business customers, over 99 percent currently use less than 2GB of traffic per month.) For the 1 percent of our customers who have heavy traffic requirements, you will be charged for excess traffic above certain limits:

For all hosting customers, excess traffic charges will apply above 10GB per month. Customers, who exceed their allotted traffic limit, will be charged \$15 monthly per GB of excess traffic, or the rate agreed to in their TAPA Services Agreement, TERMS/RATE CHANGES: Rates and Terms are subject to change.

5) TERMINATION.

a) For Cause. Either party may terminate the Services for cause without penalty in the event that the other party breaches any material term of this Policy, including but not limited to Section 6 of this Policy. Prior to such termination, the party intending to terminate shall first give the other party written notice of its intent to terminate, which shall clearly describe the problem(s) constituting cause. Customer shall cooperate with TAPA in enforcing the TUP (www.tapa.com) or available from TAPA at Customer's request.

b) For Convenience. Customer may terminate their Services at any time for convenience after giving TAPA written notice 14 days before the following payment period. In the event of such termination, Customer forfeits all prepaid fees.

6) ABUSE OF SERVICES. Any use of TAPA system resources that disrupts the normal use of the system for other TAPA customers is considered to be an abuse of system resources and is grounds for administrative intervention. Some examples of system abuse include, but are not limited to:

- Spawning dozens of processes;
- Consuming excessive amounts of memory or CPU for long periods of time;

- Unsolicited commercial email (spamming) and/or unsolicited bulk or mass emailing using internal or external mail and/or news servers;
- Illegal, criminal or malicious activities;
- Transmission of any material in violation of any International, National, or Local jurisdictional law or regulation, to include, by not limited by, copyrighted material, threatening or obscene material, or material protected by trade secret.;
- Any other activity or activities that TAPA in its sole discretion determines is unethical or damaging to our other customers, users of the Internet, TAPA's Network or to our business reputation;
- Propagation, support for, creation of or deliberate attacks by any Virus, Worm, or Trojan Horse;
- Giving false information to obtain access to the Company's system and/or purchase any service;
- Without limiting the scope of the above, TAPA forbids the storage of illegal/pirated software, the use of any type of IRC bot and/or proxy, the storage and use of any type of software intended for hacking/cracking purposes and the storage or sale of bulk email lists intended for spamming or resale purposes.
- Account Abuse Defined as those many and varied activities that would commonly be termed abusive by computer professionals. These would include, but are not limited to:
 - Modification of, or tampering with, files not owned by the user. Attempts to examine files that contain sensitive information not normally to be viewed by system users;
 - Attempts to use system resources not normally available to users;
 - Attempts to reduce systems' security, or to hamper the normal functioning of systems. (Note: The modification of sensitive files is considered acceptable when occurring under the normal function of common user programs designed to modify or examine those files, such as a password program);
 - Attempts to violate or affect the rights of others;
 - Attempts to make publications that are threatening or defamatory or otherwise injurious to the business or reputation of others;
 - Attempts to violate the law;
 - Attempts to misuse the proprietary information, intellectual property or property of others for their for their own purposes.

Email SMTP Acceptable Use

- Using any facet of the TAPA network for unsolicited emailings (SPAM) is prohibited;
- Maintaining an open SMTP relay is prohibited;

- No more than 100 individual e-mail transmissions per day may be sent from any one POP account and/or TAPA IP address using a shared TAPA SMTP server.
- Depending on the nature and the severity of the abuse, the user may receive an Email warning or have his/her account suspended by TAPA Technical Support. If the misuse is unintentional, the suspension may be rescinded following discussion with TAPA Technical Support. If the misuse is intentional, the suspension may be rescinded at the discretion of the Operations Manager, and may require the payment of a service re-connection charge. Occasionally, unintentional misuse is misclassified as intentional misuse. Customers who believe their activity has been misclassified may appeal to the Operations Manager. However, spamming activities will result in immediate termination of services to Customer.
- Unethical and criminal offenses are violations of TAPA conditions of use. You are expected to report to TAPA any information you may have concerning instances in which the conditions of use have been or are being violated. When TAPA becomes aware of possible violations, we will initiate an investigation. At the same time, in order to prevent further possible unauthorized activity, TAPA may suspend access to services to the individual account in question. Confirmation of violations may result in cancellation of the individual account and/or criminal prosecution.

7) BILLING. Customer is responsible for all applicable charges for services rendered, as set forth in the TAPA pricing structure, as detailed at www.tapa.com at time of order submission, plus all applicable taxes. Web Hosting, Internet Access and other Internet service is a pre-paid service. Invoicing service is delivered after the charge has already been applied to the credit card provided. If Customer is paying by check or money order, Customer will be invoiced in advance of payment due. Customer is required to pay in a minimum of one year increments when paying by check or money order. Invoices may be delivered by email, fax or mail. Service interruption does not relieve Customer from the obligation to pay the charges. Additional fees may apply for NSF payments, reactivations, terminations, and changes of service. Accounts are in default if payment is not received by the due date stated on the invoice. If no due date is specified on the invoice then payment is due within 30 days of day of invoice. If Customer defaults, Customer agrees to pay TAPA its reasonable expenses including solicitor and collection agency fees, incurred in enforcing its rights under this Agreement. Accounts in default are subject to a reinstatement fee and an interest charge of 1.75 percent per month.

8) USE OF NETWORK. TAPA Services are for the exclusive use of the Customer as contemplated by this TUP and is restricted by the TUP. TAPA reserves the right to amend the TUP from time to time. Customer acknowledges that it has read the TUP in effect at the date hereof.

9) IP ADDRESSES. TAPA maintains control and ownership of any and all IP numbers and IP addresses that may be assigned to the Customer and reserves in its sole discretion the right to change or remove any and all IP numbers and addresses.

10) CUSTOMER RESPONSIBILITY. It is TAPA's responsibility to install and maintain all TAPA's hardware, software and Network Infrastructure. Customer will have sole responsibility for ensuring that any additional software and services used in the Customer's web site or Internet Service are compatible with TAPA's requirements and that they continue to be compatible with any modifications to any of the Services by TAPA from time to time. TAPA, at its sole discretion may deny any additional software application installations. Customer shall indemnify TAPA for any damages to the TAPA network system caused by any employee, agent, web developer, web designer, programmer or other business hired to perform work for the Customer.

11) AGE OF MAJORITY. TAPA cannot accept agreements and payments from persons under the age of 18 years. Therefore, TAPA requires that its agreements be made with a person who is qualified to contract. As such, the Customer must be over the age of 18 years. Otherwise, a parent or guardian must accept the TUP and ensure the proper payment.

12) MODIFICATIONS. TAPA may, from time to time, modify the charges (including late payment charges) or any other term or condition of the Services provided that it gives the Customer at least 30 days advance written notice. Customer shall have the option to continue their Web Hosting or Internet Services at the new charge or terminate their service upon giving written notice to TAPA prior to the expiration of the 30 day period referred to above.

13) MISCELLANEOUS. This TUP shall be governed by and construed in accordance with the laws of the State of Hawaii and federal laws of the United States of America as applicable therein. TAPA may assign its rights and obligations under this TUP without your prior written consent. The Customer may not assign their Web Hosting services without the prior written consent of TAPA, such consent not to be unreasonably withheld. This TUP remains binding upon the parties and their respective heirs, executors, trustees, successors, and assigns.

14) DATA, PROTECTION. Customer acknowledges having read TAPA's Privacy & Security statement in effect at the date hereof, available at www.tapa.com.

15) LIMITATION OF LIABILITY. In no event will TAPA be liable for:

a) Incidental, indirect, special or consequential damages or,

b) Any damages whatsoever resulting from loss of use, data or profits arising out of or in connection with this TUP or the use or performance of TAPA

Services, whether in action or of contract or tort including but not limited to negligence. TAPA's liability for damage to property shall be limited to physical damage directly caused by the sole negligence of TAPA and in no event shall exceed the charges associated with the provision of the Services. No action may be brought under this TUP more than two (2) years after its termination, or in the event of default by one of the parties, more than two (2) years after such default has come to the notice of the other party.

16) INDEMNIFICATION. The Customer hereby covenants and agrees to indemnify, defend and save harmless TAPA and its Partners, employees, legal representatives, successors and assigns, and each of them, from any and all claims, actions and suits, whether groundless or otherwise, and from and against any and all liabilities, judgments, losses, damages, costs, charges, lawyers' fees, and other expenses of every nature and character by reason of the Customer's business and/or actions in respect of this TUP. The Customer further covenants and agrees that the provisions contained in this Section 16 shall survive the termination or earlier expiration of the Customer's Web Hosting or Internet Services and shall be liberally construed in favor of TAPA.

17) FORCE MAJEURE. TAPA shall not be liable for any loss, damage, delay or failure to perform whole or in part resulting from causes beyond TAPA's control, including, but not limited to, war, acts of terrorism, fires, earthquakes, strikes, delays in transportation, or requirements of any government agency.