

SYNERTEL HOSTED EXCHANGE Terms of Service

Service

Customer agrees to be subject to the terms and conditions set forth herein and all applicable laws. We reserve the right to revise these terms and conditions and any product offerings or pricing at any time.

This offer is expressly conditioned upon your acceptance of these Terms of Service ("**Terms**"). Your use of or access to services provided by Synertel (as defined below) constitutes your Agreement to these Terms, as in effect from time to time. SYNERTEL reserves the right to send notices to its customers of changes to the SYNERTEL Privacy Statement or these Terms of Service, or of any material changes affecting their service. It is your responsibility to keep Synertel notified of any changes to your e-mail address or other contact information to assure timely receipt of all such notices from Synertel. Billing and contact information can be updated by contacting support@Synertel.com.

If your account is suspended due to non-payment, for any reason, you will be required to pay the entire balance due **plus** an additional 6.5% of the total balance due prior to your account being re-enabled. Customers are responsible for keeping billing information up to date. Synertel reserves the right to suspend an account if payment is overdue. If a check received by us for payment is returned for any reason, Synertel reserves the right to suspend or cancel service until the payment plus a \$35. returned check fee, has been received by us. Synertel reserves the right to accept only US Postal money orders as payment if any check is returned for any reason.

Refund and Cancellation Policy

Unless specifically noted otherwise for the service that you signed up for, you are free to cancel your service at any time. If you purchase a service that includes a 30-day trial, you are allowed to make full use of the service after signup. If you decide to cancel such service for any reason, you must send an e-mail within 30 days of your signup date to support@synertel.com and we will reply to your email with a form in order to verify your identity; once we receive the completed form, we will cancel the service within one business day and you will not be charged any setup or recurring fees. However, if you do not cancel during this 30-day trial period, then you will be obligated to pay all fees that you have incurred from the signup date until your cancellation date.

If you select the quarterly or annual payment option and choose to cancel your account, after the first 30 days you may be eligible for a partial refund. Synertel will charge you the current monthly rate for the months you were a customer and refund any balance.

The terms and conditions, Terms of Service, product offerings and pricing are subject to change at any time, without notice.

User Data

Pursuant to Synertel's Hosted Exchange Privacy Statement, Synertel may disclose to third parties certain aggregate information contained in your Registration Data or related data, provided that, such information will NOT include personally identifying information, except as specifically authorized by you or in the good faith belief that such action is reasonably necessary to comply with the law, legal process, to enforce the Terms, or under any of the other circumstances set forth in the SYNERTEL privacy policy, as may be amended from time to time.

SYNERTEL Service and Content

Synertel services may only be used for lawful purposes. Transmission or solicitation of any material that violates United States Federal, State or other laws that may apply in this jurisdiction or your local area is prohibited. This may include material that is obscene, threatening, harassing, or libelous, promotes gambling, or is in any way a violation of intellectual property laws.

Spam Policy

Due to strict SPAM prevention policies implemented by 3rd party e-mail systems (such as AOL and Hotmail) and our mission to provide reliable e-mail service to our customers, we have a strict policy of zero-tolerance towards any e-mails sent out by a customer that may jeopardize our ability to deliver other customers e-mails to 3rd party mail systems.

Our e-mail hosting service is not designed for sending out large quantities of e-mail marketing messages. There are 3rd party companies that exclusively focus on delivering marketing e-mails, such as <http://www.ConstantContact.com> , <http://www.JangoMail.com> , and <http://www.topica.com>. Please note that we do not recommend any of these companies; rather they are listed just as examples.

The sending or facilitation of the sending of bulk e-mail of any kind, other than verifiable, Double Opt-in email is strictly prohibited. Additionally, such Double Opt-in e-mail must be limited to a total of 200 e-mails per calendar month across all users in your account. If you need to send out a larger quantity of e-mails, then you must use a third-party e-mail marketing service such as one listed above. Double Opt-in means that when the user enters their email address on your website, they are sent an email CONFIRMING the opt-in, requiring them to click a LINK to verify that they opted in for your mailing. You may not mail to that email address unless they have confirmed the opt-in. At any time, at Synertel's sole discretion, you may be required to provide documentation that all of your end-users have confirmed an opt-in. This can be done by storing the IP address, a date-timestamp, and a unique ID for the confirmation. At its sole discretion, Synertel will determine from all of the evidence whether the email recipients were from an "Double Opt-in" email list and take appropriate action. Sending unsolicited commercial or bulk e-mail or any other method of distributing electronic messages to recipients who have not requested them, otherwise known as "spam" from our servers, or any use Synertel's services or systems associated in any way with such mailings is strictly forbidden. Synertel may immediately terminate, without any warning, the account of any customer who conducts these activities. Synertel also reserves the right to remove customers who send mass/spam news postings, as well as any accounts advertising or distributing software or services that may contribute to news or e-mail spamming. Synertel reserves the right to report such violations to the proper government authorities, as well as Internet service providers, and Internet control organizations.

It is a violation of these Terms for you to attempt to breach or to breach the security or firewall systems Synertel, its Internet access provider, or its Affiliates. If you become aware of such an attempt to breach or actual breach, please notify us at support@synertel.com.

TERMINATION

SYNERTEL may terminate this agreement and your access to any or all Services at any time, with or without cause, effective immediately. Synertel shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. Anyone determined by Synertel to have violated these Terms of Service may be barred from receiving any services from Synertel.

You may terminate this Agreement at any time by way of the follow process: 1) send an email to support@synertel.com to request a cancellation form to which we will respond with the form within one business day, and 2) fill out the cancellation form and send it back to us. Once we receive your completed cancellation form, we will cancel all Services and such date will be considered the date of termination. Termination, by either party does not release you of any past or current fees owed for Services rendered through the date of termination.

LIABILITY LIMITATION

YOU AGREE THAT ALL ACCESS AND USE OF SYNERTEL HOSTED SERVICES IS AT YOUR OWN RISK. IN NO EVENT SHALL SYNERTEL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO ACCESS

OR USE SYNERTEL HOSTED EXCHANGE, OR ANY TOOLS OR SERVICES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SERVICE IS TO TERMINATE SERVICE.

WARRANTY LIMITATION

SYNERTEL HOSTED EXCHANGE IS PROVIDED "AS IS", WITH NO WARRANTIES WHATSOEVER. ALL REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT PARTICULAR LIMITATION TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

Severability

If any provision of these Terms should, for any reason, be held invalid or unenforceable in any respect, the remainder of these Terms shall be enforced to the full extent permitted by law. A court of competent jurisdiction is hereby empowered to modify the invalid or unenforceable provision to make it valid and enforceable.

Waiver Of Jury Trial

Both you and Synertel hereby agree to waive all respective rights to a jury trial of any claim or cause of action related to or arising out of these Terms. The scope of the waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter herein, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. You and Synertel each acknowledge that the waiver is a material inducement for each party to enter into a business relationship, that each party has already relied on the waiver in entering into these Terms and that each will continue to rely on the waiver in their related future dealings. Each party further warrants and represents that each has had the opportunity to have legal counsel review the waiver. The waiver is irrevocable, meaning that it may not be modified either orally or in writing, and the waiver shall apply to any subsequent amendments, renewals, supplements or modifications to these Terms. In the event of litigation, these Terms may be filed as written consent to a trial by court.

Complete Agreement: Governing Law

This offer and your acceptance of these Terms represents the entire agreement between you and SYNERTEL, Inc., a California corporation, and supersedes any and all other communications, prior, contemporaneous or subsequent, and any course of performance or course of dealing, except as modified by revisions of this posting by Synertel or by written agreement by an authorized officer of Synertel (provided, however, that any such revised posting shall take effect prospectively from the date of the posting). The Terms and the relationship between you and Synertel shall be governed by and interpreted in accordance with the laws of the State of California, United States of America, without reference to its principles of conflicts of law.

Miscellaneous

These Terms shall bind and benefit the successors and heirs of the parties.