

THE LAZARUS GROUP

w w w . l a z a r u s g r o u p . c o m

1814 Westport Road, Kansas City, Missouri 64111

p : 816.931.5525 f : 531.4464 e : info@lazarusgroup.com

Terms of Service and Acceptable Use Policy

Customers may only use The Lazarus Group, Inc services for lawful purposes. Our Acceptable Use Policy (AUP) is one of zero tolerance. The Lazarus Group, Inc. reserves the right to immediately discontinue service to any customer without liability, refund, or continuance of any prepaid service fees. Customer's continued use of our services indicates acceptance and agreement to this Terms of Service and Acceptable Use Policy. The following are unacceptable uses and shall be cause for the immediate termination of web services without notice to the customer:

Illegal Activity:

Unauthorized distribution of copying copyrighted software, violation of US export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities. The Lazarus Group, Inc reserves the right to report such illegal activities to any and all-regulatory, administrative and/or governmental authorities for appropriate prosecution.

Net Abuse:

Spamming (sending unsolicited advertising to numerous email addresses or newsgroups), spoofing (using a return email address which is not the valid reply address of the sender or sending an email message which does not contain enough information to enable the recipient to identify the party who is really sending the message), passive spamming (promoting a web site hosted by The Lazarus Group, Inc by spamming from some other source), trolling (posting controversial messages in newsgroups to generate responses), mail bombing (inundating a user with email without any serious intent to correspond), mail-bombing (sending multiple messages without significant new content to the same user) and subscribing someone else to an electronic mailing list without that person's permission are examples of net abuse.

Posting information, violating trademarks, copyrights or other intellectual property rights or intentionally inflicting emotional distress, posting of private, defamatory, scandalous, or information about a person without their consent violates our AUP. In all instances, The Lazarus Group, Inc reserves the right to determine in its sole discretion what defines the term 'Net abuse'.

If you are not sure if your actions will be in violation, please ask first lazarus@lazarusgroup.com

Misuse of system resources:

Attempting without authorization to enter into a secured computer system. Hacking or otherwise altering of a site owned and operated by another person. The Lazarus Group, Inc reserves the right to report such illegal activities to any and all-regulatory, administrative and/or governmental authorities for appropriate prosecution.

Running programs in the background on a The Lazarus Group, Inc. server without The Lazarus Group, Inc.'s prior written authorization, or running chat rooms, Internet Relay Chat, IRC bots, and the like are not acceptable uses of The Lazarus Group, Inc. servers.

The Lazarus Group, Inc supports free speech on the internet, and will not suspend or cancel a customers account simply because it disagrees with the views expressed by the customer.

The following examples of unacceptable behavior are non-exclusive, and are provided for guidance purposes.

- Attempts to circumvent any user authentication or security of host, network, or account
- Accessing data not intended for user
- Probing the security of any network
- Port scans
- Denial of Service attacks
- Promulgation of viruses
- IRC bots
- Any activity, whether or not the intrusion results in the corruption or loss of data, will be investigated and proper action taken. The presence of any of these programs, whether or not run, will result in action against the user including suspension or termination.

If you are unsure if your actions will be a violation of our policies please ask lazarus@lazarusgroup.com.

Client Responsibility. The client is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery. The client is responsible for securing their username/password. The client assumes responsibility for all material on their site that may be put on by a third party.

The Lazarus Group, Inc shall be the sole arbiter of what is and is not a violation of these acceptable use policies. The Lazarus Group, Inc reserves the right to terminate an account at any time and for any reason that causes harm to any The Lazarus Group, Inc customer's web sites. The Lazarus Group, Inc. will maintain customer content files currently on server for up to 30 days. It is the client's responsibility to make arrangements for mutually acceptable delivery of data. The Lazarus Group, Inc. reserves the right to refuse, cancel, or suspend service at our sole discretion.

Backups. No guarantees are made of any kind; either expressed or implied, as to the integrity of The Lazarus Group, Inc.'s backup procedure.

Email. The Lazarus Group is not responsible or liable for the deletion or failure to store messages or other information.

IP numbers. The Lazarus Group, Inc maintains control and any ownership of any and all IP numbers and addresses that may be assigned to the client and reserves in its sole discretion the right to change or remove any and all IP numbers and addresses.

Limitation of Liability. The Lazarus Group, Inc shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from The Lazarus Group, Inc. servers going off-line or being unavailable for any reason whatsoever. Further, The Lazarus Group, Inc. shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of The Lazarus Group, Inc.'s servers.

Indemnification. Customer agrees to indemnify and hold The Lazarus Group, Inc. and its affiliates harmless in any legal action, which arises as a result of customer's use of our services, without exception or limitation. This indemnification extends to all issues associated with customer's account, including but not limited to domain name selection and web site content.

Uptime Guarantee. The Lazarus Group, Inc endeavors to have network connectivity available for http access by third parties 100% of each month. If during any one month your web site is not on-line and available 100% of the time The Lazarus Group, Inc. will, upon request, credit your account with the pro-rated portion of the hosting fees paid represented by the outage. This guarantee only applies to outages caused by The Lazarus Group, Inc. or its backbone providers.

In order for you to receive a credit on your account, you must request such credit within ten (10) business days after you experienced no Web Site Availability. You must request credit by sending an electronic mail message to lazarus@lazarusgroup.com. For security, the body of this message must contain your account number, the dates and times of the unavailability of your website, and such other customer identification requested by The Lazarus Group, Inc. Credits will usually be applied within sixty (60) days of your credit request. Credit to your account shall be your sole and exclusive remedy in the event that there is no Web Site Availability.

(a) Restrictions

Credits shall not be provided to you in the event that you have no Web Site Availability resulting from (i) scheduled maintenance at The Lazarus Group, Inc. or our service partners, (ii) customer's behavior or the performance or failure of customer's equipment, facilities or applications, or (iii) circumstances beyond The Lazarus Group, Inc.'s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, act of god, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your Website.

The Lazarus Group, Inc reserves the right to change the Acceptable Use Policy without prior notice or warning. Non-enforcement of any part of the Acceptable Use Policy does not constitute consent.

Violations of these Acceptable Uses Policies should be referred to lazarus@lazarusgroup.com

All complaints will be investigated promptly.