

This is an AGREEMENT with Axac Solutions Pte. Ltd. (UEN 199903909N), a company incorporated in Singapore and having a principal place of business address at 115 Teck Whye Lane #07-712 Singapore 680115 ("Axac Solutions"). By accessing or using Axac Solutions servers or IT appliances, you (the "Customer") agree to be bound by this agreement.

1. PURPOSE OF AGREEMENT

Axac Solutions desires to provide web and email hosting, anti-spam, anti-virus, backup MX, DNS hosting and related services (the "Services") to the Customer, and the Customer desires to receive and compensate Axac Solutions for such Services.

2. DURATION

The term of this agreement is for the Minimum Term of 1 year. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing thirty (30) days prior to the end of the current term, of their intent to not renew this Agreement.

3. PRICING AND PAYMENT TERMS

Payment Terms. All our prices are nett. No discounts will be given unless agreed by Axac Solutions in writing or electronic mail. The full amount of the Initial Fee, which includes any set-up fees and charges for the first payment term of Services, are due and payable to Axac Solutions Pte. Ltd. upon the acceptance of the Agreement. Thereafter, the Customer will pay in advance charges for each payment term. Axac Solutions will impose an S\$25.00 charge for any cheque that is returned for any reason by a financial institution. Axac Solutions reserves the right to charge the Customer any sales, use, excise, and gross receipts, or any other tax or fees now or imposed, directly or indirectly, by any governmental authority or agency with respect to the Services.

Pricing Disputes. The Customer must notify Axac Solutions in writing of any disputed charges within 7 days of the date of the billing for such charges. If the Customer does not notify Axac Solutions within that time period, the Customer has waived any right to dispute such amounts, either directly or indirectly or as a set-off, or defense in any action or efforts to collect amounts due to Axac Solutions.

Collection. All accounts more than 30 days past due will be charged interest from the due date of the lesser of (i) 5% per month on the past due amount; or (ii) the highest legal rate of interest. Axac Solutions may also suspend, interrupt, or terminate Services on any account that is past due by disabling ftp access and/or disabling the connection to the server. In the event of disconnection, the Customer must pay Axac Solutions a reconnection fee of S\$50.00 as a condition of reactivation of the Services, in addition to full payment of the balance due on the account. Reactivation of services will only be performed during Axac Solutions regular business hours (Monday through Friday, 9:00 a.m. - 6:00 p.m. GMT+8). Axac Solutions may send all accounts that have not been paid in full to a collection agency. The Customer is responsible for paying all costs of collection, including, but not limited to, reasonable attorney's fee and, where lawful, collection agency fees. All accounting issues should be addressed to Axac Solutions at billing@axac.com.

Price Increases. Axac Solutions will not increase the cost of services for the Customer during the term of the Agreement as indicated on the Agreement as long as The Customer's account is with Axac Solutions and provided the Customer's account does not become delinquent. However, the price may be reviewed at the end of the term. The Customer shall be notified in writing or electronic mail of change in pricing if any 14 days prior to the end of the term.

14-Day Money Back Guarantee. Axac Solutions offers a 14-Day Money Back Guarantee for all shared hosting services. If for any reasons the Customer is not 100% satisfied with the shared hosting service within the first 14 days of service activation, Axac Solutions will refund the Customer the full amount of the hosting plan fee, less domain subscription fees, excess usage, add-ons, administrative charge and credit card transaction fee (if payment is made via credit card). The administrative charge is S\$25.00 and the credit card transaction fee will be based on PayPal rates. No refund will be given for violation of the Agreement.

4. CUSTOMER RESPONSIBILITIES

When signing up for the Services, the Customer agrees to submit true and up-to-date contact details. It is the Customers' responsibilities to update Axac Solutions of any changes in the contact details via electronic mail during the term of the Agreement. Providing false information will lead to immediate termination and may subject the offender to civil or criminal liability.

The Customer is solely responsible for the content transmitted using the Services, or by any person the Customer permits to access the Services (a "User"). Axac Solutions accepts no responsibility for the Data passing through the System. The Customer is responsible for making appropriate backup of files and data stored on the server.

The Customer and any User agrees not to use the Services for purposes that are unlawful or interfere with, or disrupt, other network users, network services, or network equipment. Axac Solutions may suspend or terminate the Services immediately, without prior notice to the Customer, if Axac Solutions believes, in good faith, that the Customer or a User is utilizing the Services for any illegal or disruptive purpose.

The Customer shall defend, indemnify, and hold harmless Axac Solutions from and against all liabilities, judgments, claims, damages, settlements, expenses and costs (including reasonable attorneys' fees and litigation expenses) arising out of or relating to any and all claims by any person relating to use of the Services, including, but not limited to, use of the Services without consent of the Customer.

Customers are responsible for maintaining the confidentiality of their password and account of the Services, and are fully responsible for all activities that occur under their password or account. Customers agree to (a) immediately notify Axac Solutions about any unauthorized use of their password or account or any other breach of security; (b) ensure that they exit from their account at the end of each session. Axac Solutions cannot and will not be liable for any loss or damage arising from failure to comply with this.

5. COPYRIGHTS

Copyrighted material must not be placed on Customers' accounts without the permission of the copyright owners or people that are specifically authorized by the copyright owners. Only copyright

owners or people specifically authorized by them may upload copyrighted material to the account. Upon our receipt of a notice of a claimed copyright infringement containing the above information, after confirmation we will promptly remove the allegedly infringing material from the Services and carry out further procedures if necessary. Axac Solutions will assume no liability to any Customer of the Services for the removal of any such material.

6. SERVER USAGE

Customers shall not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Customers may not attempt to gain unauthorized access to any other accounts, computer systems or networks, through hacking, password mining or any other means. Axac Solutions reserves the right at all times to disclose any information to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the sole discretion of Axac Solutions.

Axac Solutions servers CANNOT be used for the propagation, distribution, housing, processing, storing, or handling in any way of lewd, obscene, adult OR pornographic material, or any other material which is considered impermissible by the company including, but not limited to - pornography, adult materials, satanic materials, and any other materials of an adult nature.

Customers are prohibited from transmitting on or through any of Axac Solutions' facilities, any material that is, in Axac Solutions' sole discretion, unlawful, threatening, abusive, libellous, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, statute or regulation.

Each hosting account can take advantage of up to 10% of the CPU power for no longer than 60 seconds at any given time. Axac Solutions may suspend customer accounts in cases of registered impact on other accounts on the server or disturbance caused to the functioning of the server. If we do suspend an account, then its owner will be notified of that in consistence with the situation that this suspension may provoke. Then the account's owner may be required to upgrade to a dedicated or semi-dedicated hosting solution. Possible alternative is a required reduction in the load and traffic that the customer's account gets. Axac Solutions reserves the right to block files or scripts that use CPU exceedingly and notify the Customer.

Any Customer in violation of system or network security is subject to criminal and civil liability, as well as immediate account termination. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, e-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 e-mail or newsgroup posting.

Customers are prohibited from running any real-time chat applications on the server including, but not limited to, chat scripts written in Perl/CGI, PHP, ASP, etc.

Axac Solutions is not responsible for the content of any newsgroup posting, whether or not a Axac Solutions Customer made the posting. Customers are prohibited from posting the same or similar message to large numbers of newsgroups (excessive cross-posting or multiple-posting, also known as "USENET Spam").

IRC robots ("bots" or "clones") or IRC sessions may not be run from Axac Solutions' shared server accounts. Customers are prohibited from using IRC scripts or programs that interfere with or deny service to other users on any server or host.

Spamming is strictly prohibited. Axac Solutions will determine in its sole discretion whether any of the messages the Customer send is spam. The maximum number of allowed e-mail messages sent per day is 1500. There are no exceptions to this rule. Every customer who is sending more than 1500 e-mail messages per day needs a dedicated server and cannot use a shared hosting account.

Customers are prohibited from using the Services for file serving purposes.

THE EXAMPLES SET FORTH UNDER THIS SECTION IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO Axac Solutions' CUSTOMERS.

7. TORTUROUS CONDUCT

The Customer is required to conduct a professionally mannered communication with Axac Solutions employees regarding any requests for help through e-mail or by phone. The Customer should avoid applying any forms of emotional outburst or cursing. Any attempts of deliberately undermining behavior will be interpreted as a breach of this TOS. Any verbal, oral, written threat by the Customer or delivered by a second party addressed to Axac Solutions or any of its employees, partners, equipment, and concerns will be interpreted as a breach of this TOS. Axac Solutions keeps the right to assess which behaviour will be treated as a breach of this TOS and to give no refunds to the Customer whose account has been suspended or removed for violating the aforementioned rules.

8. MAINTENANCE AND SUPPORT

From time to time, Axac Solutions may conduct routine tests, maintenance, upgrade or repair on any part of the System, and Axac Solutions shall give the Customer prior notice thereof. The Customer acknowledges that there may be instances where it is not practicable for Axac Solutions to give advance notice of a disruption, for example, in the event of an emergency, and Axac Solutions shall be entitled to disrupt the Services to conduct restoration and remedial works without prior notice. Uses of Axac Solutions' facilities require a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use of the facilities. The Customer is responsible for having this level of expertise. It is not the responsibility of Axac Solutions to provide this knowledge or customer support. Maintenance and support services shall not include services for problems arising out of (a) tampering, modification, alteration, or addition to the Hardware or Software, which is undertaken by persons other than Axac Solutions or its authorized representatives; or (b) programs or hardware supplied by the Customer.

9. TERMINATION

The Customer may terminate this Agreement by giving Axac Solutions at least thirty (30) days written notice prior to the end of the Contract Term when the Customer desires Services to cease. All amounts due from the Customer must be paid in order for the Customer to terminate the Agreement. Axac Solutions may immediately terminate this Agreement if the Customer fails to pay (and Axac Solutions has not actually received) any amounts due on the due date. The Customer then

is considered a debtor to Axac Solutions and liable for reasonable interest and collection fees. For other breaches of this Agreement, either party may terminate this Agreement, and Agreements, as applicable, if the breaching party fails to correct the default within thirty (30) days after the written notice. Axac Solutions may terminate any Agreement by giving at least thirty (30) days prior notice of the date of termination of the Services.

10. FORCE MAJEURE CIRCUMSTANCES

Axac Solutions shall not be liable for failure or delay in performing its professional duties in consequence of circumstances beyond its control. Such circumstances include, without limitation, acts of any governmental body, war, rebellion, sabotage, embargo, fire, flood, strike or other labour disturbance, 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 provisioning of the Services.

11. LIMITATION OF LIABILITY

Axac Solutions' liability (including, for purpose of this paragraph only, and of its employees, agents, or representatives), to the Customer (either directly or as a third party defendant in any action or proceeding) for any claim arising out of or relating to this Agreement or Agreements or the provision of any Services under Agreement (including, without limitation, maintenance and support) shall be limited to the amount of fees paid by the Customer to Axac Solutions under this Agreement within one year preceding the date the Customer contends its claim arose. In no event shall Axac Solutions be liable for any loss of data, loss of profits, cost of cover, or any other special, incidental, consequential, indirect or punitive damages, however caused and regardless of theory of liability. This limitation will apply even if Axac Solutions has been advised of, or is aware of, the possibility of such damages.

12. INDEMNIFICATION

The Customer shall defend, indemnify, and hold harmless Axac Solutions from and against all liabilities, judgments, claims, damages, settlements, expenses and costs (including reasonable attorneys' fees and litigation expenses) arising out of or relating to any breach of this Agreement or Agreements by the Customer. The Customer and Axac Solutions will promptly notify each other upon receipt of any third party claim or legal action arising out of or relating to this Agreement or Agreements.

13. INDEPENDENT CONTRACTOR

The relationship of Axac Solutions and the Customer under this Agreement is that of independent contractors and not partners, joint ventures, or co-owners as participants.

14. ADVERTISING

Axac Solutions may include the Customer's name on Axac Solutions' website for the purpose of promoting the use of the Services by the Customers generally. Axac Solutions will not use the Customer's name or other identifying information in any other advertising or promotional materials, without the prior written consent of the Customer, which may not be unreasonably withheld.

15. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year thereafter, the Customer shall not solicit or hire the services of any employee or subcontractor of Axac Solutions without the prior written consent of Axac Solutions.

16. DISCLAIMER OF WARRANTIES

Axac Solutions specifically disclaims all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, any written materials by Axac Solutions, or information on Axac Solutions' company web site, shall be for informational purposes only and, whether delivered or disseminated before or after the date of this Agreement, shall not create any express or implied warranties, guaranty of performance, or contractual obligations.

17. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and shall be construed in accordance with Singapore law. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

18. ASSIGNMENT

The Customer may not assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be void and a default of this Agreement.

19. AMENDMENTS

Axac Solutions reserves the right to amend and update these terms and conditions at any time without notice, and the Customer agrees to abide by the most recent version of this Agreement. The latest version of this Agreement is available for download from our website, <http://www.axac.com>. The Customer is encouraged to review the Agreement from time to time.