



THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU WHEN YOU USE OUR SERVICES. PLEASE READ IT CAREFULLY.

Last Updated: November 01, 2022

TERMS OF SERVICE

1. General

1.1. These terms of service ("ToS" or "Agreement") are a legal contract entered between ML Cloud Limited (hereinafter referred to as the "ML Cloud", "we", "us" or "our") and the entity or person agreeing to these ToS ("Customer", "Client", "you" or "your") and govern your access to and use of Internet-related paid services offered by ML Cloud Limited ("the Services"). These ToS also apply to future services and offers, even if the Customer does not separately agree upon them again. The ToS contains the complete terms and conditions and explaining how you are permitted to use Services provided by and through our website and all its subdomains (main URL located at <https://ml.cloud>) as well as all any software that ML Cloud provides to you for download or use, including in your mobile devices (all of these virtual properties, software and mobile applications, collectively referred to as "Site" or "Website").

1.2. This Agreement is effective when you click to accept it at the moment of registration on our Website (you check in the box and clicks "sign up" button on the signup page). The Agreement is entered into for an indeterminate period of time and remains in effect so long as the Client uses the ML Cloud Services.

1.3. Our employees and partners are not authorized to make verbal agreements or to provide any verbal guarantees or commitments to the Customer.

1.4. This TOS, including all documents expressly incorporated by reference herein, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Use of section headers in this TOS is for convenience only and will not have any impact on the interpretation of any provision. Any use of the singular shall be reasonably construed as if it also includes the plural, and vice versa. If not already specified, any use of "including" or "such as" shall be construed to mean "including but not limited to".

BY SIGNING UP (REGISTERING) ON WEBSITE AND/OR OTHERWISE ACCESSING/USING ANY OF THE SERVICES OR PRODUCTS OFFERED BY ML CLOUD LTD. YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY PART OF THESE TOS, DO NOT ACCESS OR OTHERWISE USE SERVICES.

2. Modification of Agreement, Site or Services

2.1. ML Cloud may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications will become effective 7 days after posting to Site. ML Cloud will post any modification to this Agreement to https://ml.cloud/documents/Terms_of_Service.pdf. "Last Updated" date is at the beginning of this ToS.

2.2. ML Cloud reserves the right to modify, change, or discontinue any aspect of Site or Services, including without limitation prices and fees for the same, at any time. ML Cloud may make commercially reasonable updates to the Services and pricing from time to time. We shall send you an advance notice if we make a material change to the Site or Services that has a material impact on Customer's use of the Services/Site provided that Customer has subscribed with ML Cloud to be informed about such change.

2.3. We will inform Customer 14 days before materially adverse changes to Agreement, Site or Services by (i) sending an email to the Notification Email Address; (ii) posting a notice in the Account; or (iii) posting a notice to the applicable ToS webpage. It is therefore very important that you keep your account information current. ML Cloud assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

2.4. If Customer does not agree to the revised Agreement, do not use (or continue to use) Site or Services. Customer may also terminate this Agreement for convenience under Section 7.

2.5. Customer's continued use of the Services after any changes to Agreement, Site or Services will constitute Customer's consent to such changes.

3. Eligibility & Registration

3.1. Site and Services are targeted towards/intended for use by only to individuals or entities ("Users") who can form legally binding contracts under applicable law. By using Site or Services, you represent and warrant that you are (i) at least eighteen (18) years of age (for Hong Kong), (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services found under the laws of Hong Kong or another applicable jurisdiction. If you are considered a minor (an underage individual) in your country, you represent that you have your parent's, guardian's or other authorized person's (legal authority's) permission to use Service. We may ask you to provide us such written permission.

3.2. If you are accepting ToS on behalf of another Customer, you represent and warrant that (i) you have full legal authority to bind such Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

3.3. If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "Customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, ML Cloud finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations.

3.3.1. ML Cloud shall not be liable for any loss or damage resulting from ML Cloud's reliance on any instruction, notice, document or communication reasonably believed by ML Cloud to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, ML Cloud reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

3.4. To access the Services and some features of the Websites, you must register for an account ("Account"). When you register for your Account, you may be required to provide us with some information about yourself, such as your name, email address, post address, and a valid form of payment, and you may also provide optional information about yourself on a voluntary basis. Account

information, and our use and disclosure thereof, is subject to the Personal Information Collection Statement and the Privacy Policy Statement. The Customer declares that the data they provided on their customer account are correct and complete and shall notify us of any changes in this regard in writing within no more than 7 days. The Customer is required to provide evidence of the correctness of the data upon request.

3.5. We may, in our sole discretion, refuse to provide or continue providing the Websites and Services to any person or entity and change eligibility criteria at any time, including if you fail to comply with ToS. We reserve the right to deactivate, terminate, prevent access to, disable services for, and/or delete any Accounts or access to the Websites and Services at any time at our sole discretion.

4. Appropriate use of the Services

ML Cloud provides the Services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such Services.

4.1. **Client Content.** Client agrees that it will not distribute, electronically transmit or display any materials supplied by Client – or through Client by a third party – to any ML Cloud server in connection with Client’s use of the Services which:

- ✓ violate any state, federal or foreign laws or regulations
- ✓ infringe on any intellectual property rights (e.g., copyright, trademark, patent or other proprietary rights) of ML Cloud or any third party
- ✓ are defamatory, slanderous or trade libellous
- ✓ are threatening or harassing
- ✓ are discriminatory based on gender, race, age or promotes hate
- ✓ violate any ML Cloud policy posted on the ML Cloud Site including, but not limited to, our Acceptable Use Policy, which is the part of the Agreement and attached at the end if the ToS.
- ✓ contain viruses or other computer programming defects which result in damage to ML Cloud or any third party.

4.2. **Bandwidth.** Client may occupy only the amount of disk space on the ML Cloud Server and utilize no more than the network bandwidth that is allotted by ML Cloud. Additional fees, specified in the Virtual Host plans page, will be charged for exceeding the disk space and/or network bandwidth allowance of your selected plan.

4.3. **No “SPAM”.** Client shall not use the Services for chain letters, junk mail, spamming, or any use of distribution lists to any person who has not given specific permission to be included in such a process. Client also shall not engage in any unsolicited email practices at ML Cloud, or otherwise, that mentions or reference any domain hosted on ML Cloud servers or parked on ML Cloud DNS servers. NOTE: THIS POLICY APPLIES TO VIRTUAL SERVER ACCOUNTS, RESELLERS AND THEIR RESOLD ACCOUNTS, AND ALL DOMAINS, NAMES SERVERS AND PARKED DOMAINS HOSTED ON THE SERVER.

4.4. **IP Blacklist.** Client should try his best to make sure IP not being blacklisted by public Anti-Spam Blacklist server. ML Cloud has rights to suspend the account due to IP blacklist issue.

4.5. **No Free Proxy Services.** ML Cloud does not allow to run any free proxy services (e.g. Socks proxy, ShadowSocks or others) that for general public use.

- 4.6. **Internet Relay Chat (IRC)** – Client agree not to use ML Cloud services to run any IRC Services, including IRC bot and botnets
- 4.7. **Bit-torrent** – Client agree not to use ML Cloud services to run any Bit-torrent services.
- 4.8. **Public Download Server** – Client agree not to use ML Cloud as public download server.
- 4.9. **Adult Content** – Adult content are strictly prohibited. Client agree not to use ML Cloud services to host any Adult Content
- 4.10. **Hacking Activities** – Client agree not to perform unauthorized access to use of data, systems or networks, including attempts to scan, probe and test the vulnerability of a system or network or to breach security or authentication measures, unauthorized monitoring of data or traffic on any network or system without explicit permit from the owner.
- 4.11. **Terrorist activities** – Client agree not to use ML Cloud services to promote or enact terrorist activities, including and not limited to forums or web sites for terrorists or terrorist activity, personal websites for terrorists, audio, photo and videos of terrorist activities.
- 4.12. **Distributed Denial of Service (DDOS) attacks** – Client agree not to use ML Cloud services to perform any form of DDOS attacks. If services is being attacked by any form of DoS, ML Cloud has the right to terminate the account with immediate effect and without providing any refund for the remaining unused billing period
- 4.13. **Licensed Software Only.** Client agrees to use only properly licensed third-party software in connection with Client's use of the Services.
- 4.14. **Back-Up Files.** Client will have the ability to reinstate files which are automatically archived by ML Cloud; however, ML Cloud does not guarantee the existence, accuracy, or regularity of its backup services and, therefore, Client is responsible for making back-up files in connection with its use of the Services. Backup capability is available through the Client's Control Panel on certain Services.
- 4.15. **VPN & Proxy Server.** Client must agree to use the VPS as VPN and/or Proxy for personal use only (One Person Use). There is no share use of the service(s) to multiple users whether it is paid or free. Detection of this may cause your VPS to be suspended without any prior notice.
- 4.16. **Fair Use Policy.** Customer agrees that bandwidth and disk usage shall be used on a fair use policy base. Sites that consume very high bandwidth or disk space resources on a regular basis period will be disabled without any prior notice.
- 4.17. **China Access Fair Use Policy.** The Customer understands that sites are occasionally subject to network abuse and high levels of usage of China Direct Route Resources. Any Customer who uses an inordinately high level of China Direct network resources, or high bandwidth which adversely impacts other customers' servers, may have their server temporarily suspended. Public VPN services, P2P, streaming via China Direct Network are strictly prohibited.
- 4.18. **Termination.** ML Cloud reserves the right to refuse service to anyone. ML Cloud, in its sole discretion, may immediately terminate this Agreement if Client engages in any of the foregoing. To report any unacceptable behaviour by a third party using the Services, please contact support@ml.cloud.

5. Payment obligations

- 5.1. **Service.** Client understand that services delivered by ML Cloud is prepayment basis. Client agree that ML Cloud shall be permitted to charge your credit card on a monthly, annual, or other

agreed upon basis in advance of providing services. Payment is due upon invoicing. Service may be suspended (and hence interrupted) on accounts that reach past due. Client understand that, the services may be suspended or deleted if payment is due. If services is being deleted, there is no way to recover the data. Suspended services will only be reinstate if payment has been make.

5.2. **Taxes.** Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. (Hong Kong is considered “tax exempt” and are not charged a VAT Tax).

You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We will be responsible for all taxes based on our net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on our property ownership.

If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You must ensure that any taxes withheld are minimized to the extent possible under applicable law.

5.3. **Refund.** Unless otherwise stipulated or agreed upon, ML Cloud does not provide any refunds. Any exceptions that are made are done so solely at the discretion of ML Cloud. There is no refund / part refund to customer termination/cancellation at the middle of the service period or early termination before service period end.

6. Client Liability and Indemnification

6.1. The parties agree that in no event shall ML Cloud be liable to any third party for Client’s breach or alleged breach of any of the terms and conditions set forth in this Agreement. Client agrees to defend, indemnify and hold harmless ML Cloud from any and all expenses, losses, liabilities, damages or third-party claims resulting from Client’s breach or alleged breach of any Client obligations set forth hereunder.

6.2. Client will pay and indemnify and hold ML Cloud harmless from any and all taxes associated with or arising from Client’s use of the Services, including any penalties and interest and any costs associated with the collection or withholding thereof.

7. Term, Termination & Reinstatement

Subject to the terms and conditions hereof, this Agreement shall be effective on the date you register for the Services, and shall continue in effect on a year-to-year, or month-to-month basis unless otherwise specified by separate agreement or unless Agreement will be terminated earlier. Either party will have the right to terminate this Agreement upon notice to the other party. If Client is terminating this Agreement, Client must contact the ML Cloud for a cancellation, which Client shall retain as proof of termination, and all cancellation requests must be received by 7 (seven) days before service period ends by written or e-mail notice. Client shall understand that there will be no refund or part refund for the early termination or termination make before end of the service period.

In the condition that customer own chargeback, the services will be terminated immediately and we are strictly not liable to any of data lost due termination of the services.

8. Disclaimer of Warranty

The Services, Site, including without limitation, all products and services displayed or offered on Site, and all text, graphics, links and applications are provided to client on an 'as is' basis and without warranty of any kind. ML Cloud disclaims all warranties, express or implied, with respect to each of the foregoing, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement or arising from a course of dealing. Without limiting the generality of the foregoing, ml cloud specifically disclaims any warranty that (1) the services will be uninterrupted or error-free; (2) defects will be corrected; (3) there are no viruses or other harmful components; and (4) the security methods employed will be sufficient.

9. Limitation of Liability

IN NO EVENT SHALL ML CLOUD BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF THE ML Cloud SITE OR ANY ML Cloud PRODUCTS OR SERVICES, OR FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER.

10. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The parties submit any difference or disputes arising in connection with the Agreement to the jurisdiction of the courts of Hong Kong.

11. Notices

11.1. If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at ML Cloud Limited, 15F, Radio City, 505 Hennessy RD, Causeway Bay Hong Kong, with a copy to support@ml.cloud.

11.2. Any notices or communication under this Agreement shall be in writing and shall be deemed delivered to the party receiving such communication on the delivery date if delivered personally to the party, or a representative of the party.

12. Miscellaneous

12.1. This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the "Agreement"), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

12.2. If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted. This Agreement (including the Exhibits, attachments and/or addenda, if any,) represents the entire agreement of the parties with respect of the subject matter hereof and supersedes all prior and/or contemporaneous agreements or understandings, written or oral between the parties with respect to the subject matter

hereof. This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by Client, but may be so transferred, assigned or delegated by ML Cloud. Any waiver or any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right. In any legal proceeding between the parties under this Agreement, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorneys' fees. This Agreement is made under and shall be governed by the laws of the United States of America, except with regard to its conflict of law rules. This Agreement and ML Cloud's policies are subject to change by ML Cloud without notice. Continued usage of the Services after a change to this Agreement by ML Cloud or after a new policy is implemented and posted on the ML Cloud Site constitutes your acceptance of such change or policy. We encourage you to regularly check the ML Cloud Site for any changes or additions.

ACCEPTABLE USER POLICY

This ML Cloud Acceptable Use Policy describe the proper kinds of conduct and prohibited uses of ML Cloud’s hosting services (the “Services”). This AUP is not exhaustive and ML Cloud reserves the right to modify this AUP at any time, effective upon posting of the modified AUP at <https://ml.cloud>. By registering for and using the Services, and thereby accepting the terms and conditions of this AUP, you agree to abide by these conditions as modified from time to time. Any violation of the AUP may result in the suspension or termination of your account or such other action as ML Cloud deems appropriate.

IMPORTANT NOTE: ML CLOUD HAS THE RIGHT TO DISCONTINUE SERVICE, OR DENY ACCESS TO ANYONE WHO VIOLATES OUR POLICIES OR THE TERMS AND CONDITIONS SHOWN BELOW WITHOUT WARNING OR PRIOR NOTICE. NO REFUNDS OR FEES PAID WILL BE MADE IF ACCOUNT TERMINATION IS DUE TO VIOLATION OF THE TERMS OUTLINED BELOW.

1. Server abuse

Any attempt to undermine or cause harm to a server, or customer, of ML Cloud is strictly prohibited.

Unauthorized use of other people’s accounts or computers ML Cloud will strongly react to any use or attempted use of an Internet account or computer without the owner’s authorization. Such attempts include “Internet scamming” (tricking other people into releasing their passwords), password robbery, security hole scanning etc.

Any unauthorized use of accounts or computers by a ML Cloud customer, whether or not the attacked account or computer belongs to ML Cloud, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

Customers may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Mass mailing, bulk emailing, unsolicited emailing, commercial advertising, information announcements, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by ML Cloud to be unacceptable use of ML Cloud’s services including abuse of server resources.

All hosting accounts may be terminated that include the following content or which have links to the following content:

- ✓ Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism or hatred.
- ✓ Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
- ✓ Displaying material that exploits children under 18 years of age.
- ✓ Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.
- ✓ Exporting encryption software over the Internet or otherwise, to points outside the Malaysia.

- ✓ Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
- ✓ Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software. Any account that is deactivated or terminated by the abuse team will be charged USD 25 of reactivation fees.

This fee will only be waived if it is determined by the abuse team that the account was disabled without cause.

2. ABUSE OF UNLIMITED TRAFFIC

ML Cloud's customers are privileged to be offered unlimited traffic for their web sites. The intention of ML Cloud is to provide a large space to serve web documents, not an off site storage area for electronic files. All (90%) of your web pages (html) must be 'linked' with files (.GIF, .JPEG, etc.) stored on ML Cloud's server. Web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the discretion of ML Cloud management. Any customer who violates ML Cloud's Policies in abusing either space/site transfer will be notified and given 2 days to remedy the problem. If the problem is not resolved within the allotted period, the client will be billed for the overages.

To maintain the integrity of our shared hosting service the following limitations apply:

- Sites with banners, graphics or CGI scripts running from their domain used on other domains.
- Sites with picture galleries (This is any site where 50% of the files transferred is graphics).
- Sites offering download files or archives (This is any site where 50% or more of their monthly traffic is from file downloads).
- Sites running multimedia files (QuickTime, Real Audio, Real Video, and MP3).
- Sites acting as document repositories or document storage / backup services.

For those that do not qualify for the unlimited service, traffic will go unmonitored until you reach specified bandwidth as per selected plan (eg: 20GB). Thereafter, normal data transfer cost of USD5.00 / 1GB / month will be billed to your account. If you want to pre-pay for bandwidth overages, you will be billed USD3.00 / 1GB / month.

ML Cloud will be the sole arbiter as to what constitutes a violation of this provision

3. UNSOLICITED EMAIL (SPAM)

Unsolicited commercial advertisements (spam) are not allowed in e-mail, and will likely result in account cancellation

ML Cloud takes a zero-tolerance approach to spam originating from our servers or for spam advertising of domains hosted on our servers.

The following activities are not allowed:

- Unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, mass mailing or bulk mailing of commercial advertising, informational announcements, charity

requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.

- Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.
- Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account (“mail bombing”).
- Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mailing list’s charter for whether advertising is allowed or not. “Spamming,” or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.
- Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages.
- Providing spamware (software used to send bulk email or software used to harvest email addresses) or links to sites providing spamware is strictly prohibited and subject to demand for removal or account cancellation.

Note: If you use the services of another provider (including but not limited to the use of address lists obtained from a third party vendor or provider) to promote a web site hosted by or through ML Cloud (spamvertising), then the provisions of the above Policy shall apply as if the spam were sent through our servers.

Penalty: Depending on the severity of your SPAMMING, ML Cloud reserves the right to charge you between USD1.00 – USD100.00 PER SPAM sent through our network. Your domain name and web site content will also be confiscated and it will be NEVER returned to you.

4. 6. CHILD PORNOGRAPHY

Our policy on child pornography is zero tolerance. ML Cloud will cooperate fully with any criminal investigation into a customer’s violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the ML Cloud network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

5. 10. IRC

We currently do not allow IRC, IRC clients or IRC bots to be operated on any of our servers. In addition, IRC servers are not permitted on our network. Anyone found to be in violation of this policy risks immediate account termination.

6. 11. CURRENT CONTACT INFORMATION

Current customers must provide ML Cloud with, and keep current and up to date, good contact information including full address, email, phone, and fax numbers. ML Cloud uses contact information to reach customers during network emergencies, server downtime, maintenance windows and in case there are billing issues with your account. Failure to keep contact information up to date could lead to temporary account suspension until the information is updated.

7. 12. ABUSE OF DEDICATED / CO-LOCATION BANDWIDTH ALLOTMENTS

ML Cloud's customers are privileged to be offered large amounts of bandwidth and monthly transfer to their servers. The intention of ML Cloud is to provide large bandwidth allotments to businesses and consumers to serve as connections for their web sites and web documents ("normal usage," and not for off-site storage areas for electronic documents and files. All (90%) of your web pages (.html) must be 'linked' with files (.GIF, .JPEG, .WMV, .RA, etc.) stored on ML Cloud's server. Web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the discretion of ML Cloud management. Any customer who violates ML Cloud's Policies in abusing bandwidth allotments and site transfer will be notified and given 2 days to remedy the problem. If the problem is not resolved within the allotted period, the client will be billed for the overages.

To maintain the integrity of our dedicated and co-location server networks the following server limitations apply if your site is not deemed as "normal usage:"

Servers that contain :

- Sites with banners, graphics or CGI scripts running from their domain used on other domains.
- Sites with picture galleries (This is any site where 50% of the files transferred is graphics).
- Sites offering download files or archives (This is any site where 50% or more of their monthly traffic is from file downloads).
- Sites running multimedia files (QuickTime, Real Audio, Real Video, MP3).
- Sites acting as document repositories or document storage/backup services.
- Sites where 30% or more of the files or graphics are linked to by outside off-network third-parties.

For those server uses that are not classified under "normal use," and fit within any of the "limitation categories" above, the customer's server is limited to 200 GB of monthly transfer and not to exceed 2 Mbits / sec of sustained bandwidth, whichever is greater based on peak usage. The customer will be billed at USD10.00 / GB or USD150 / mbit for any overage incurred.

8. 13. EXCESSIVE USE / OVERAGES

You will not exceed the bandwidth, storage and e-mail usage limits outlined by your particular web hosting package. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, ML Cloud may, in its sole discretion, assess you with additional charges. If ML Cloud elects to take any corrective action, ML Cloud will not refund any unused pre-paid fees. Your use of your account and access to it is your responsibility. You are responsible for any unauthorized access to your account resulting in bandwidth, storage and/or E-mail usage exceeding the limits outlined in your particular web hosting package specifications and resultant charges. Bandwidth overages are

currently billed at USD5.00/GB/month. Disk space overages are currently billed at USD0.50/MB/month. Email attachments overages are currently billed at USD0.10 per email over 10MB (pricing are subject to change as per invoice).

9. 14. LIABILITY AND OBLIGATIONS ON CANCELLATION

If the Agreement expires or is cancelled for any reason, ML Cloud is not liable to you because of the expiration or cancellation for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate this Agreement, ML Cloud will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to ML Cloud under this Agreement.

10. 15. IP ADDRESS OVERLAP

ML Cloud administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by ML Cloud staff. Any server found using IPs which was not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

11. 16. MATERIAL AND PRODUCT REQUIREMENTS

You must ensure that all material and data placed on ML Cloud's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by ML Cloud. ML Cloud will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready", ML Cloud may reject this material. ML Cloud will notify you of its refusal of the material and afford you the opportunity to modify the material to satisfy ML Cloud's requirements. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. ML Cloud does not provide this knowledge or customer support outside of the Services.

12. 17. INTELLECTUAL PROPERTY RIGHTS

Material accessible to you through ML Cloud's services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use ML Cloud or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the ML Cloud network. If you use a domain name in connection with ML Cloud or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

13. 18. NETWORK SECURITY

Customers may not use the ML Cloud network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to:

- accessing data not intended for the customer logging into a server or account the customer is not expressly authorized to access.
- password cracking.
- forging any TCP / IP packet header or any part of the header information in any e-mail or newsgroup posting.

- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- probing the security of other networks in search of weakness.
- or violation of any other organization's security policy.

Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to:

- flooding.
- mail bombing.
- Or other deliberate attempts to overload or crash a host or network.

ML Cloud will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, ML Cloud will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting ML Cloud or any of its other customers.

14. 19. SHARED HOSTING ACCOUNT / DEDICATED SERVER SECURITY

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

- Your password provides access to your account. It is your responsibility to keep your password secure.
- Sharing your password and account access with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.
- Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

- Customers who violate systems or network security may incur criminal or civil liability. ML Cloud will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

15. 20. ELECTRONIC COMMERCE

You will be solely responsible for the development, operation and maintenance of your online store and products and all contents and materials appearing online or on your products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the store or related to your products, (b) ensuring that the content and materials appearing within the store or related to your products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the store or related to your products are not libelous or otherwise illegal. You will be solely responsible for the final calculation and application of shipping and sales tax. You will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising there from.

You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your Web Site. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

16. 21. STATIC / DYNAMIC CONTENT CACHING

You expressly (i) grant to ML Cloud a license to cache the entirety of your Web Site, including content supplied by third parties, hosted by ML Cloud under this Agreement and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

17. 22. IP ADDRESS OWNERSHIP

ML Cloud shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by ML Cloud and ML Cloud reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

18. 23. DOMAIN NAME REGISTRATION

Customer agrees to pay ML Cloud prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the ML Cloud price schedule for the initial registration of the domain name and, should Customer choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term. ML Cloud reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed Customer's registration in an email from ML Cloud to the email address indicated in Customer's registration application. In the event of a charge-back by a credit card company (or similar action by another payment provider allowed by ML Cloud) in connection with the payments of the registration fee for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to ML Cloud as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. ML Cloud will reinstate

Customer's domain name registration solely at ML Cloud's discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

ML Cloud RESERVES THE RIGHT TO REVISE, AMEND, OR MODIFY THIS AUP AND ALL OF OUR OTHER POLICIES AND AGREEMENTS AT ANY TIME AND IN ANY MANNER. NOTICE OF ANY REVISION, AMENDMENT, OR MODIFICATION WILL BE DEEMED WHEN THE NEW INFORMATION IS POSTED WITHIN THIS DOCUMENT OR ANY OTHER ONLINE AGREEMENTS. CUSTOMERS WILL NOT NECESSARILY BE NOTIFIED IN WRITING OF THESE CHANGES. PLEASE CHECK THIS AND ALL OTHER ML Cloud AGREEMENTS AND DOCUMENTS FREQUENTLY FOR CHANGES.