

478east Terms of Service

As a customer you are required to abide to the following terms of service:

Term: Customer agrees to a month to month contract term for services unless otherwise agreed to in writing. The month to month contract for services is automatically renewed each month in perpetuity subject to written cancellation by the Customer. Please carefully review 478east's cancellation policy set forth in the paragraph entitled "Cancellation".

One Time Fees: One time fees, such as setup fees, administrative fees, bandwidth overages and late fees are due and payable at the time they are incurred, and agreed upon in writing or via ticket with approval.

Cancellation: Because cancellation is automated, 478east requires a written cancellation notice via the customer portal, a minimum of 5 days prior to the next invoice date for discontinuance or downgrades of month to month services. Failure to supply the requisite 5 days written notice of cancellation will result in a full billable monthly cycle prior to cancellation. Notice of written cancellation is required through the online support ticket system located at <http://www.478east.com/support>, if there is any problem that is preventing you from doing so you are required to contact support@478east.com for further instructions. All Customer data remaining after the cancellation date will be destroyed for security and privacy reasons, unless otherwise required by law.

Refunds & Disputes: All services rendered by 478east are non-refundable. This includes, but is not limited to: setup fees, one time fees, and monthly service fees, upgrade fees, additional service fees, administrative fees, and late fees. Customers seeking to resolve billing errors are instructed to contact sales@478east.com. Customer agrees not to chargeback any credit card payments for services rendered. A chargeback of payment for services rendered will result in an additional charge of \$150 and will be subject to collection by an authorized collection agency.

Non-Payment: All payments are due in full on the Anniversary Billing Date. Failure to remit payment for services on the monthly anniversary date is a violation of the TOS. Failure to remit payment will result in termination of access to services, with access to stored data still available through the private network for up to three days, after which all customer data is deleted.

Data: 478east agrees to use best efforts and commercially reasonable best practices when deploying services related to data integrity, backup, security, and retention. These services include, but are not limited to: hard drive storage, raid hard drive arrays, network attached storage, storage area networks, operating system installs, operating system reloads, customer portal information, and other situations involving customer data. Customer assumes ultimate responsibility for data integrity, retention, security, backup, and ownership. In the event that 478east handles Customer data, i.e. when replacing hard drives, 478east will act in accordance with PCI guidelines to ensure data is securely handled.

Identity Use: Customer agrees to use the 478east logo, 478east information, and related services in accordance with 478east's approved marketing guidelines. 478east agrees not to use Customer name, logos, or information without prior written consent of Customer.

Indemnification: Customer agrees to indemnify and hold harmless 478east, 478east's affiliates, and each of its respective officers, directors, attorneys, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever

(including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to Customer's content and/or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.

Limitation of Liability: 478east shall not be liable to Customer for harm caused by or related to Customer's services or inability to utilize the services unless caused by gross negligence or wilful misconduct. Neither Party shall be liable to the other for lost profits, direct or indirect, special or incidental, consequential or punitive, or damages of any kind whether or not they were known or should have been known. Notwithstanding anything else in this Service Agreement, the maximum aggregate liability of 478east and any of its employees, agents or affiliates, under any theory of law shall not exceed the amount paid by the Customer for hosting services for the month prior to the occurrence of the event(s) giving rise to the claim.