

Mohawk Host, is a voice/game server/web-hosting provider supplying the account holder (hereinafter referred to as “you” and “your”) with a virtual voice, game, or web server environment on a remote, shared Internet server. This virtual server environment is hereinafter referred to a “your voice server” or “your game server” or “your web server” Your account and use of your server is subject to your compliance with all of our terms and conditions as specified. That is to say:

1. ACKNOWLEDGEMENT

By placing and continuing to maintain or place information on Mohawk Host, you are stating and acknowledging that you have read the following terms and conditions and that you understand and agree to abide by them.

2. COMPLETE AGREEMENT

2.1 This agreement represents the complete agreement and understanding between you and Mohawk Host and supersedes any other written or oral agreement. Upon notice published on its Internet website, Mohawk Host may modify these terms and conditions, amplify them, modify the charges for services, or discontinue or change the services offered.

2.2 Under the terms of this agreement, any use of your server, is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the terms and conditions contained herein. If you do not wish to be bound by these terms and conditions, you must not make any use of your voice server, and you must request that Mohawk Host cancel your account immediately as specified in Section 15 below.

3. PAYMENT FOR SERVICES

3.1 You agree to pay for the services provided by Mohawk Host, in advance of the time period during which such services are provided.

3.2 You agree that all payments you make to Mohawk Host are non-refundable once account setup is completed.

3.3 You agree that unless and until you notify Mohawk Host of your desire to cancel your account and any or all services provided by Mohawk Host under that account, those services will be billed on a recurring basis.

3.4 You agree that if you pay Mohawk Host by check or money order, that you will promptly notify us of the mailing of said payment by means of a support ticket sent through our online billing system.

3.5 You agree by agreeing to this Terms of Service (ToS) that if you do not pay for service after contacting billing after 60 days, accounts will be sent to a collection firm for final payment of said account.

4. YOUR CONDUCT

4.1 Mohawk Host's services may only be used according to the law. Any use of these services that violates any local, state, federal, or international laws, which applies or may apply to Mohawk Host, your local jurisdiction, or any jurisdiction that you or your location may be subject to is strictly prohibited.

4.2 While using your voice server or any service or services provided by Mohawk Host, you may not:

A. Restrict or inhibit any other user from using the Internet.

B. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the United States of America export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws.

C. Post, publish, transmit, reproduce or distribute any information or software which is or contains spyware, worms, trojan horses, a virus or any other harmful component.

D. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material). Mohawk Host reserves the right to remove any and all materials that infringe on copyright work. Such materials will be removed immediately upon receiving a complaint and or notice of copyright infringement.

5 USE OF YOUR VOICE, GAME, OR WEB SERVICES

5.1 The maximum player slots on a game server may not be altered by the client unless express permission is given by Mohawk Host. Deviation from that will result in a penalty fee of \$30 and/or non-refundable termination of service.

5.2 Any game server used by the customer or the customer's guests after the subscription period has expired will be considered a renewal and will result in additional charges.

5.3 Private Servers are to remain private. Setting a private server to public (removing the password) will result in you being billed for a public server. The password for a private server must remain private. It may not be put in the server name, the front (or prominent area) of a website, IRC channel welcome message, etc. If a private server is abused in this way, it will be billed as a public server.

5.4 Guarantees of Service offered by Mohawk Host Network Uptime

A. Our ISP's offer us between a 98% uptime. Given lead time between us and our ISPs we are then offering a 97% network uptime to our customers. This means we guarantee the networks we connect to, be available 698.4 hours out of 720 hours a month (based on a 30 day month) or no more than 21.6 hours of network downtime a month.

5.5 Machine Uptime

A. Mohawk Host Reserves the right to have machines down for scheduled maintenance 12 hours a month and unscheduled maintenance 6 hours a month.

B. Mohawk Host Reserves the right to have machines scheduled monthly reboots between the time of 1 A.M. EDT to 5 A.M. EDT on every first Sunday of the month.

C. Mohawk Host runs monthly defragmentations as well as Spyware, Malware, Virii, and security checks before or after the scheduled monthly reboots.

D. Mohawk Host runs monthly and as nessecary weekly Vunerability tests and Microsoft Windows Updates which can cause the server to be restarted, this is apart of the monthly maintence time frame we have alloted stated above.

5.6 For hardware failure we reserve the right to have 24 hours a month for dealing with hardware failure on machines. This includes any downtime for hardware failure on such machines as the web servers and voice servers.

5.7 Power Failures: It is extremely unlikely for any of the datacenters our machines are located at to lose power as they have 4 levels of backup. We are, however, reserving the right to suffer power losses for 4 hours a month.

5.8 Server Config Related Downtime: Mohawk Host offers no guarantee of uptime where the configuration of the game server instance itself is the cause of the downtime. We will work diligently to get it running again if such downtime occurs. While we do monitor game servers for uptime, it is the customer's responsibility to report any down server issues to us where the cause is misconfiguration.

5.9 Compensation for Downtime: If a game server is down for longer than the time limits specified above the compensation is a 1:1 ratio in days. So if the server is down for 25 hours due to hardware failure we will offer 1 day compensation. To receive 3 days the server would have to be down for over 72 hours, etc.

5.10 Your voice server's size limit cannot be increased without prior notification and payment to Mohawk Host. If the size of your voice server is increased without such prior notification your account will be canceled and no refund will be given.

5.11 If you are renting a private voice server, then you must keep that voice server's password protected at all times. You must not allow the password for your private voice server to become public knowledge at any time, in any way. If you open your private voice server to public access at any time your account will be canceled and no refund will be given.

5.12 GAMESERVER MODS

A. Addons provided by Mohawk Host are provided for the use on the game server. Any modifying of files or tampering to create exploits or security vulnerabilities in our servers; we have the right to cancel the server without a refund. Some of the addons that we will provide to you at no charge are Mani Admin Plugin, Beetles Mod, Gun Game, SVN Plugins *See Below at SVN*, Promod, MetaMod *see Below at MetaMod*, and SourceMod *See Below at SourceMod*.

A-1 Meta Mod

A-1.1 We provide MetaMod as a addon to the game server. We only support installation and base configuration of the plugin. Any modifications that you install on the server are of your responsibility. We do not provide MySQL databases for plugins except in special instances and must be approved by the CEO or CNO of Mohawk Host.

A-2 SourceMOD

A-2.1 We provide SourceMod as a addon to the game server. We only support installation and base configuration of the plugin. Any modifications that you install on the server are of your responsibility. We do not provide MySQL databases for plugins except in special instances and must be approved by the CEO or CNO of Mohawk Host.

A-3 SVN Repositories (SVN Repos or Repos)

A-3.1 SVN Repos are kept on our file server and allowed to be downloaded to your server via the addons. All SVN Repos are kept up to date weekly. All updates to your server needs to be updated by reinstalling the addon that you installed the first time you installed the mod. Any Additional SVN packages you wish to have updated weekly via Mohawk Host needs to have an email submitted to jshinkle@mohawk-host.com with the URL, Username and Password of the Repo. Please only submit Repos that are public repos with public listed usernames and passwords or if you have permission to submit Private SVN Repos to us to use. If you have a private SVN that you would like to submit, please have the owner of the SVN Repo email jshinkle@mohawk-host.com.

B. Big Brother Bot (B3) is a plugin that we can provide to you as a service and is NOT free. We will setup B3 for you with one of our databases and config it for the first time to verify that it works. After the initial Installation of B3 on the server, it is the customers responsibility to maintain and update b3 configuration files. We can do per basis updates for the B3 plugin installed on your server for a maintenance fee of \$5 (5 US Dollars) per support ticket issued to fix and update the plugin. If there is an issue and

can be confirmed by a Mohawk Host technician, we may at our discretion update and fix the problem at no charge.

C. Our B3 installation DOES NOT give you access to the MySQL database or base configuration files. If you need additional MySQL entries in your database, please submit a support ticket and we will upload the request SQL file to your database at no charge. Any configuration from the uploaded SQL file will be of the customers responsibility. We provide XLR stats in the SQL database already, but we do not configure the plugin to work on the server.

D. B3 installed by the customer on the server from their own MySQL database and configuration files we do not support.

E. Manu Admin (Manu) is a service that we currently unable to provide to customers. We do allow it to be installed on server by the customer, be we do not support the installation or use of the plugin on the server.

6. INDEMNIFICATION

6.1 You agree to indemnify, defend, and hold Mohawk Host harmless from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting directly or indirectly from the use of your voice server or any service or services provided by Mohawk Host which damages either you, Mohawk Host, or any other party or parties without limitation or exception.

6.2 This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and web site content.

7. REFUSAL OR DISCONTINUANCE OF SERVICE

7.1 Mohawk Host reserves the right to refuse or discontinue service to anyone at Mohawk Host's sole discretion.

7.2 Mohawk Host may deny you access to all or part of Mohawk Host's service without notice if you engage in any conduct or activities that Mohawk Host, in its sole discretion, believes violates any of the terms and conditions contained in this agreement.

7.3 Mohawk Host 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.

7.4 You agree that Mohawk Host has the right to monitor your service electronically from time to time without notifying you, and to disclose any information as necessary to satisfy the law, orders of the court, or to protect itself or its subscribers.

7.5 Mohawk Host reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

8. NO WARRANTIES

8.1 Mohawk Host makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, noninfringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Mohawk Host or its representatives, agents or employees shall create a warranty of any kind.

8.2 Mohawk Host provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Mohawk Host be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your voice server, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

8.3 If you are dissatisfied with Mohawk Host's service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to cancel your account as specified in Section 15.

8.4 You understand and acknowledge that by placing information on your voice server such information becomes or may become available to all Internet users and that Mohawk Host has no way of limiting or restricting access to such information or protecting such information from copyright infringement.

8.5 You assume total responsibility and risk for all use of your voice server and all services provided to you by Mohawk Host.

8.6 You agree that it is your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Mohawk Host specifically or on the Internet in general.

9. ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE

9.1 Mohawk Host reserves the right to monitor any and all communications through or with our facilities, at any time and without prior notification to you.

9.2 You agree that Mohawk Host is not considered a "secure communications medium" for the purposes of the Electronic Communications Privacy Act and that no expectation of privacy is afforded.

10. IDENTIFICATION INFORMATION

10.1 You attest that you are either

A) At least 18 years of age and that you, personally, are legally responsible for the use and all charges associated with your account with Mohawk Host.

or

B) That you are under 18 years of age but have the specific permission of your parent(s) or guardian(s) to open and/or use your account with Mohawk Host and that your parent(s) or guardian(s) have specifically agreed to be legally responsible for the use and charges associated with your use of said account.

10.2 You agree to supply Mohawk Host with a current and truthful name, mailing address, telephone number and electronic mail address, and that you agree to keep this information up-to-date so long as your account with Mohawk Host is active.

10.3 You attest that you are an authorized user of any credit card or PayPal account that you supply to Mohawk Host and that you understand and acknowledge that Mohawk Host will fully investigate any possible fraudulent credit card use. In particular, if the credit card or PayPal account you supply to Mohawk Host is not your personal account, then

you have the explicit permission of the credit card or PayPal account holder to supply that card or account to Mohawk Host.

11. NO INTERFERENCE WITH OPERATION OF SYSTEM

11.1 You agree not to maliciously or intentionally interfere with the proper operation of any part or portion of Mohawk Host's system or network, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other clients.

11.2 You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to.

11.3 You agree to adhere to system policies as published online by Mohawk Host, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Mohawk Host. You agree to abide by any and all future Mohawk Host policy decisions.

12. SECURITY

12.1 You agree that the security and confidentiality of your account with Mohawk Host is solely and strictly your responsibility.

12.2 You agree not to provide or share access to your account to or with any third party and furthermore that you remain responsible for such third party access should it occur at any time.

12.3 You agree that certain features of your account (e.g., FrontPage webs) which may be used to provide shared access to your account will never be used to resell services to third parties, and that you are responsible for the actions of any party utilizing said features.

12.4 You agree that if any security violations are believed to have occurred in association with your account, Mohawk Host has the right to suspend access to your account pending investigation and resolution. You also agree that Mohawk Host has the right to cooperate with any government or legal investigation regarding any aspect of our services, including services provided to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and will be immediately reported to the appropriate authorities.

13. DATA SECURITY AND BACKUP

13.1 You agree that you are using the service or services provided by Mohawk Host at your own risk

13.2 You agree that Mohawk Host is not responsible for any files and/or data residing on your voice server. You agree to take exclusive and complete responsibility for files and data transferred to and from your voice server and for the creation and maintenance of any backup(s) of digital information stored on your voice server.

14. TRANSMITTAL OF MATERIALS

14.1 You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media.

14.2 The use of Mohawk Host or any other service with reference to services obtained through Mohawk Host, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming," is strictly prohibited and may cause your services to be terminated immediately and without warning. Furthermore, you will be held fully responsible for any damages to you, Mohawk Host, or any other party or parties resulting from any such conduct.

15. CANCELING YOUR ACCOUNT

15.1 All accounts must be canceled at least seven days before the next payment is due. Charges for services provided after that time will remain on your account.

15.2 You may only cancel your account by means of a support ticket sent through our online billing system. No telephone or electronic mail cancellation requests will be accepted.

15.3 Accounts created which have recurring payments made from a PayPal account must be canceled through PayPal in addition to being canceled by Mohawk Host. Your account will be considered active and all payments made to Mohawk Host from a PayPal account will not be refunded while the recurring payments remain active in PayPal.

16. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with Mohawk Host or any employee, agent or

representative thereof, and constitutes the complete and total agreement between you and Mohawk Host.

17. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.