

Terms of Service or Service Contract for All Clients, Resellers and Business Associates

Preliminaries: . Ignite Creation is a Web Presence Provider. The purpose of this Service Agreement / Service Contract "the Agreement", "AUP" "Service Contract" is to specify the terms, conditions, and obligations which a customer agrees to accept by the his, her or its conduct of using the Services of Ignite Creation for the registration and renewal of the registration of a domain name, or by opening an account for any of its services or designing or development of website/software/CD presentation or availing website promotion services with Ignite Creation for such purpose.

1. Definitions: As used in this Agreement, the following terms have the following meanings:

(a) "you", "your", "customer", "client" and "Subscriber" refer to each customer, that is, each person who avails or subscribes for any of Services from Ignite Creation.

(b) "we," "us, and "our" refer to Ignite Creation .com(www. ignitecreation.com),

(c) "Services" refers to the domain services, shared hosting services, dedicated servers, designing or development of website/software/CD presentation, website promotion services or provided by us as offered through Ignite Creation.

(d) "Account" means a wholesale account opened with Ignite Creation for the registration of domain names and the payment for such registrations; and

2. The Agreement: This Agreement explains our obligations to you, and explains your obligations to us, for various Services. By using our Services, you have agreed to establish an account with us for such Services. When you use your account, or permit someone else to use it for any purpose whatsoever (whether or not we are notified of your having given authorization to such third party to use your account), this Agreement covers such use and the service sought or rendered. By opening an account with Ignite Creation or by using any Services under this Agreement you acknowledge that you have read, and you agree to be bound by all terms and conditions of this Agreement, and any pertinent rules or policies that are or may be published by us. If you do not wish to be bound by these terms and conditions, you should not proceed to place any information of any kind on Ignite Creation's servers.

USER CONDUCT

Customer Content:

Customer acknowledges that Ignite Creation exercises no control whatsoever over the content of the information passing through Customer's site (s) and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and these Rules and Regulations.

Prohibited Activities:

Customer will not, and will not permit any persons ("Users") using Customer's online facilities and/or services, including, but not limited to, Customer's Web site (s) and transmission capabilities, to do any of the following ("Prohibited Activities")

The following constitute Prohibited Activities of Service Agreement: :

1. **Illegal use:** Ignite Creation's services may not be used for illegal purposes, or in support of illegal activities. Ignite Creation reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

2. **Harm to minors:** Use of the Ignite Creation's service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
3. **Threats:** Use of the Ignite Creation's service to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
4. **Harassment:** Use of the Ignite Creation's service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
5. **Fraudulent activity:** Use of Ignite Creation's service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."
6. **Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
7. **Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM)** Use of the Ignite Creation's service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Ignite Creation's account.
8. **E-mail / News Bombing:** Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Ignite Creation's account.
9. **E-mail / Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Ignite Creation's service is in violation of this Service Contract.
10. **Usenet SPAMing:** Ignite Creation's has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.
11. **Unauthorized access:** Use of the Ignite Creation's service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Ignite Creation 's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Subscribers account is subject to immediate termination.
12. **Copyright or trademark infringement:** Use of the Ignite Creation's service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
13. **Collection of personal data:** Use of the Ignite Creation's service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
14. **Network disruptions and unfriendly activity:** Use of the Ignite Creation's service for any activity which affects the ability of other people or systems to use Ignite Creation's Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. Customer may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. Customer may not permit their network, through action or inaction, to be

configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Ignite Creation will not tolerate any Customer attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

15. **Fraud:** Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
16. **Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right:** Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.
17. **Distribution of Viruses:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.
18. **Inappropriate Use of Software:** Use of software or any device that would facilitate a continued connection, i.e. pinging, while using Ignite Creation's services could result in suspension service.
19. **Third Party Accountability:** Ignite Creation's Subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Service Agreement.