ACCEPTABLE USE POLICY

This Acceptable Use Policy ("Policy") is intended to: (a) promote and protect the availability, integrity, security, reliability and privacy of the systems, networks and services including but not limited to Information Technology helpdesk support, consulting work, maintenance and monitoring plans as well as Microsoft Exchange email hosting, VoIP PBX phone system hosting, application hosting, virtual server hosting and webhosting (collectively, the "Services") of Premier Hosting Inc, doing business as Infiniwiz, (collectively, "INFINIWIZ"), and its subsidiaries, joint ventures, affiliates, partnerships, and any other entities controlled, or partially controlled, by INFINIWIZ; (b) maintain reputation of INFINIWIZ as a responsible provider of the Services; and (c) encourage responsible, and discourage harmful or illegal, use of the Services. This Policy sets forth principles, guidelines, and requirements governing or affecting the use by customers and any other users (collectively, "Users") of the Services or INFINIWIZ websites. The term "User" also includes any person visiting any of INFINIWIZ websites, whether such person is a INFINIWIZ customer, a visitor to a public area of our Services, or a participant in one of INFINIWIZ promotional offerings.

Upon agreeing to use INFINIWIZ's service, you will designate in writing at least one but no more than three (3) individuals ("Designees") who will be authorized to communicate with Infiniwiz to make any adds, deletes, changes or modifications to the service Customer is purchasing from Infiniwiz ("Service Modifications"). The types of changes include, but are not limited to, canceling the service, moving the service address or altering the responsible party on the services. INFINIWIZ may decline to take any instructions from representatives of a Customer who have not been named a Designee. In the event a dispute arises within the business of Customer regarding who has the authority to make Service Modifications, INFINIWIZ shall be authorized, in its sole discretion, to make its own determination as to whether or not to accept or act upon a request for Service Modification and any decision by INFINIWIZ concerning any such modification shall be final and binding upon Customer. If, during an internal Customer dispute, Customer does not continue to timely pay Infiniwiz's invoices for service, INFINIWIZ shall be authorized, without liability to Customer, to cancel Customer's service and upon cancellation any telephone numbers associated with the service shall be returned to the North American Numbering Plan Administrator for recycling and redistribution.

Acceptance of this policy
Your use of the Services shall constitute acceptance of the terms and conditions of this Policy, as it may be modified by INFINIWIZ from time to time. INFINIWIZ expects Users to use the Services courteously and responsibly.

Modifications to this policy
INFINIWIZ may modify this Policy at any time, effective upon written notice to Users. You agree to comply with such modifications and are advised to review this Policy regularly.

Enforcement of this policy
INFINIWIZ may, in its sole discretion, suspend or terminate the provision of the services or any part thereof to a user at any time and without warning for any violation of any part of this policy. INFINIWIZ may also bring legal action to address violations and/or collect damages caused by violations of any part of this policy.

Prohibited actions

User must use the Services only in a manner that, in INFINIWIZ sole discretion, is consistent with the purposes of such Services. User shall not engage in any activity (whether legal or illegal) that results in harm to INFINIWIZ, the Services or any User or that interferes with INFINIWIZ provision, or any User's use or enjoyment of, any of the Services.

A User will be deemed in violation of this Policy if INFINIWIZ determines, in its sole discretion, that any action of such User, in connection with the use of the Services is: (a) inconsistent with the purposes of such Services or (b) violates any local, state, federal or international law, statute, agency decision, regulation, ordinance, executive order or any other legally binding governmental directive, including without limitation the federal Can Spam Act of 2003, the Computer Fraud and Abuse Act (18 U.S.C. 1030 et seq.), the Telephone Consumer Protection Act (47 U.S.C. 227), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. 1601-1608) and the Federal Trade Commission's amended Telemarketing Sales Rule, (collectively, "Laws or Regulations").

A User will also be deemed in violation of this Policy if INFINIWIZ determines, in its sole discretion, that that any action of such User, whether or not in connection with such User's use of the Services, has resulted in: (i) any harm to INFINIWIZ, its reputation, Services or Users; (ii) any third party blacklisting, blocking, filtering, or refusing any e-mail or any other network application or communications protocol from INFINIWIZ or Users; or (iii) interference in any manner with the free flow of e-mail or any other network application or communications protocol from or to INFINIWIZ or Users.

Indirect or attempted violations of this policy, and actual or attempted violations by a third party on any user's behalf, will be deemed violations of the policy by such user. The following are some, but not all, of the actions prohibited under this policy if taken: (i) in connection with User's use of the Services or (ii) in any other manner that results in harm to INFINIWIZ, the Services or any User (as determined solely by INFINIWIZ):

1. Creating, posting, storing, displaying, transmitting, retransmitting, forwarding, or distributing any material that, in the sole judgment of INFINIWIZ, is or facilitates: a) obscene, indecent, profane, pornographic, threatening, libelous, defamatory, or otherwise objectionable information of any kind, including material that restricts a civil liberty; b) an action that restricts or inhibits any person, whether a User of the Services or otherwise, in its use or enjoyment of the Services or any other systems, services or products; c) deceptive or misleading advertising or marketing; d) intended to solicit INFINIWIZ customers for any competitive service; e) a violation of any rights of any person, including but not limited, to rights protected by copyright, trademark, trade secret, patent, or other intellectual property or similar Laws or Regulations, such as the dissemination or distribution of "pirated" or other software products that are not appropriately licensed for use by the User; f) a violation of any Laws or Regulations; g) a violation of any guidelines or rules of any other online service provider or interactive service; h) a violation of any accepted industry standards, whether or not expressly mentioned in this Policy, designed to prevent interference with privacy rights, prohibit misuse of any system resources (including, without limitation, spamming), or stop illegal or otherwise unethical Internet usage; i) false data on the signup form, contract, or online application, including, but not limited to, fraudulent use of credit card numbers;

2. Creating, facilitating, transmitting, retransmitting, forwarding or distributing any: a) "Spam" e-mail messages as those terms are generally understood; b) unwanted bulk e-mail messages, whether commercial or otherwise, including, but not limited to, bulk mailing of commercial advertising, informational

announcements, and political tracts; c) e-mail messages that contain material that otherwise violates or facilitates a violation of this Policy; d) e-mail messages that falsify or hide or are routed so as to falsify or hide the original sender's address; e) e-mail messages that falsify any information for the purpose of defrauding the recipient; f) any harassing e-mail messages, whether through language, frequency, or size of messages; g) any e-mail message "chain letters" or other "pyramid schemes;" h) e-mail messages relayed without the express permission of that site, service, system or network; i) e-mail message volume deemed by INFINIWIZ to be excessive; j) commercial or bulk e-mail messages containing false or misleading subject line, statements, claims, or representations; k) e-mail messages that violate any Laws or Regulations; or l) e-mail messages containing forged header information including, but not limited to, any attempt to circumvent the approval process for posting to a moderated newsgroup;

3. Consuming excessive resources of the Services, including CPU time, memory, disk space and session time or using the resource-intensive programs that negatively impact other Users or the performance of INFINIWIZ Services, systems or networks;

4. Installation, update or maintenance of any software application on a server as provided with application hosting without a written consent from INFINIWIZ. All such activities must be performed by INFINIWIZ technician only. You are exempt from the above installation, update and maintenance restriction of you use INFINIWIZ virtual server hosting where you are liable for all application installation, updates, maintenance and data security including backups, virus and spam protection.

5. Advertising (including, without limitation, by hosting a website), transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to Spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software;

6. Sharing the Services' passwords or accounts of others without their express consent;

7. Attempting, or facilitating any attempt - whether or not successful - to violate the security of any system, network, or service. Examples of system or network security violations include, without limitation, the following: a) unauthorized access to or use of data, including any attempt to evade User authentication or security of any host, network, or account including, without limitation, hacking, cracking, port scans, or flood pings; b) unauthorized monitoring of data or traffic; c) interfering with service to any user, host, system or network; d) conducting denial of service attacks; e) any attempt to disrupt any service including, without limitation, distributing or introducing viruses, trojan horses, worms, or other harmful software.

8. Collecting or facilitating collection of replies to messages that violate this policy or that would violate this Policy if they had been sent via the Services;

9. Sending an unsolicited advertisement to a facsimile machine or any other device capable of receiving facsimiles without the prior express consent of the recipient;

10. Making any call that is prohibited under the Telephone Consumer Protection Act (47 U.S.C. 227), the Telemarketing Consumer Fraud and Abuse Prevention Act (15 U.S.C. 1601-1608) or the Federal Trade Commission's amended Telemarketing Sales Rule or that otherwise violates any Laws or Regulations;

11. Invading, or facilitating the invasion of, the privacy of any third party in any way;

12. Harvesting personal information about other Users, including Internet addresses, without express consent of such Users;

13. Gathering or using, without express consent, contact information that is made available through the Services for unwanted mass communications, whether through e-mail, direct mail, telephone, or facsimile;

14. Using any software downloaded from or provided by INFINIWIZ in any manner other than in accordance with the end-user license agreement accompanying the software.

Monitoring

INFINIWIZ does not intend to actively monitor the content of websites, e-mail, news groups, or other materials created or accessible over its Services and is not responsible for the content thereof. INFINIWIZ, however, reserves the right to monitor such Services, and to take any action it deems appropriate based on information discovered in connection with any such monitoring. INFINIWIZ may investigate incidents involving alleged violations of this Policy, may cooperate with law enforcement and other third parties, and may take any action it deems appropriate based on information discovered in such investigations. User acknowledges that failure by INFINIWIZ to take action in response to any violation by any User of this Policy will not be deemed a waiver of INFINIWIZ' right to take action in response to any other violation of this Policy by that or any other User.

No warranties

INFINIWIZ provides the services "as is" without any warranty, express or implied. INFINIWIZ disclaims all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose, and any warranty arising out of usage of trade, course of dealing or course of performance. User is solely responsible for the selection, use and suitability of the services, and INFINIWIZ has no liability thereof. INFINIWIZ does not warrant that the services will be uninterrupted or error-free or that they will meet user's requirements or prevent unauthorized access. INFINIWIZ makes no warranties and is not responsible for the content of web sites, e-mail or other materials created (other than by INFINIWIZ) or accessible over its services.

Limitation of liability

In no event will INFINIWIZ be liable to any user or third party for any direct, indirect, incidental, punitive, special or other consequential damages for actions taken or not taken pursuant to this policy, including, but not limited to, any lost profits, business interruption, loss of programs or other data, or otherwise, even if INFINIWIZ was advised of the possibility of such damages. The limitations of liability afforded INFINIWIZ herein will apply whether the action in which recovery is sought is based (a) in contract or tort (including, without limitation, negligence or strict liability), or (b) on any laws or regulations.

Complaints

Please report any activity in violation of this Acceptable Use Policy to: support@infiniwiz.com or mail to: INFINIWIZ located at 1835 Hicks Road, Rolling Meadows, IL 60008.
Each complaint must include a valid return address. To enable INFINIWIZ to independently verify each instance of abuse, and where possible, please include in your complaint: the IP address used to commit the alleged violation, the date and time of such violation, and evidence of the violation including, if applicable, the complete text of the objectionable message, including all headers.

Customer agreements

User expressly acknowledges that nothing in this Policy will act as a limitation or be deemed a waiver of any of INFINIWIZ' rights and protections under any customer agreement. This Policy shall be read in concert, and not in conflict, with any such customer agreement. User acknowledges and agrees that this Policy, in concert with such customer agreement, supersedes any other oral or written representations or agreements made by INFINIWIZ or its representatives regarding the Services.

Governing law

Subject to any arbitration, forum and choice of law provisions in an applicable customer agreement: (i) this Policy will be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to conflict of laws principles and (ii) the exclusive forum for any disputes arising in connection herewith will be the state and federal courts having jurisdiction in Cook County, Illinois.

Severability

If any provision of the Policy is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Policy remain in full force and effect.