

## **Change of Account Ownership**

If, for any reason, you wish to pass ownership of your GameSagas, LLC hosting account to a new account owner, this form MUST be completed by both parties. It should be returned to us along with an administration fee of \$10. (or on receipt we will raise an invoice on the account which may be paid online). The invoice will be raised in the current owners name.

As soon as we have received this form, and processed the changeover, both parties will be notified via the support system and via e-mail.

**To be completed by the NEW owner:**

Please complete in BLOCK CAPITALS, ensuring both parties have signed and return to:

GameSagas, LLC  
P.O. Box 535  
Hartford, CT 06141

I, ..... agree to take financial control and legal responsibility for ALL of the hosting accounts and domain names currently managed by the current owner, on GameSagas, LLC servers. I have read and accept the terms and conditions listed below.

E-mail Address: .....

Signed: .....

**To be completed by the CURRENT owner:**

I, .....

agree to pass control and ownership of my account with GameSagas, LLC to the above named person. I have passed ALL user-names and passwords to the above named person including control panels, web mail and my client area billing login with GameSagas, LLC.

Signed: .....

## GameSagas, LLC - Terms and Conditions

### Terms of Services

Revision date: August 7, 2009

All services provided by GameSagas, LLC (Referred to as "GameSagas") must be used for lawful purposes only. The use of Services provided by GameSagas, LLC ("GameSagas") constitutes an agreement of the Terms of Services and Acceptable Use Policy between GameSagas, LLC and you the customer (also referred to as "client" and "subscriber"). Transmission, storage or presentation of any information, data or material in violation of the State of Connecticut or any United States federal, state or city law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless GameSagas from any claims resulting from the use of service which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to GameSagas' servers, or any other server on the Internet, and is otherwise illegal or solicits conducts that is illegal under laws applicable to you, or to GameSagas. Links to such materials are also prohibited.

Examples of unacceptable content or links:

pirated software  
hacker programs or archives  
Warez sites

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE, AND A \$50.00 CANCELLATION FEE WILL APPLY. ADDITIONALLY, GameSagas WILL NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

### Traffic Usage

All account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill \$1.00 for each gig of traffic exceeded. This amount is not prorated, meaning that 1 mb - 1 gig will be treated and billed as the same.

### IRC

We currently do not allow IRC or IRC bots to be operated on our servers.

### Server Abuse

Any attempt to undermine or cause harm to a server or customer of

GameSagas is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

#### Refusal of Service

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

All sub-networks, distributive hosting sites and dedicated servers of GameSagas must adhere to the above policies, with the exception of system resources in respect to dedicated servers.

#### Billing

By the Account Activation Date of each month, GameSagas shall either:

(1) debit the client's credit card (when such information has been provided by the client); or

(2) deliver, by e-mail to the primary Customer Contact, an invoice in accordance with the applicable Service Fees for services rendered for the current billing cycle. When an invoice is delivered to the client, payment shall be remitted to GameSagas by no later than the specified payment due date. Billing cycles shall be monthly, or annually as indicated on the Order, beginning on the Service commitment date. GameSagas may require payment for the first billing cycle, before beginning service. GameSagas shall be entitled to immediately terminate this agreement for client's failure to make timely payments. Invoiced fees may be issued on or before the 1st day of each billing cycle, and the fees shall be due on the 10th day following invoice date ( invoice due date ), but in no event earlier than the first day of each billing cycle. All credit cards which are setup for automatically renewal will be billed automatically. It is the client's responsibility to ensure that they have sufficient credit to cover this transaction. In the event that there is insufficient credit, we will send an e-mail notification, at which point the client will then need to log into the billing control panel where we will need to be provided with another credit card account number within 24 hours. If we do not receive a response within 24 hours, the account, and all accounts under that account plan, will be suspended. Payments transactions must be made in the currency of United States Dollars (USD).

#### Service Fees

Certain services carry a setup fee charged by GameSagas to client, which must be paid by client in order to have use of said services. If client terminates this agreement, client shall be responsible for any and all outstanding fees owed to GameSagas and agrees to pay any and all fees incurred by client. Because the services are provided on a monthly, or annual basis, the client will be responsible for service fees incurred each month or year, regardless of when client provides notice of termination. Thus, for example, if the client provides notice of termination on the

15th day of a particular month, the client will be responsible for service fees for the entire month, and such fees will not be pro-rated or refunded.

#### Money back guarantee & refund policy

We do not generally refund cancelled contracts. For example, if your contract is quarterly and you request a refund after two months, no refunds will be admitted. No refunds are issued for setup charges, add-on charges, domain-registrations, add-on purchases, SSL certificates or overage charges. In case of AUP violations, any and all refunds are forfeit.

#### Account Deactivations

Any account deactivated due to non-payment will require a reactivation fee of \$20.00 prior to reactivation.

#### Cancellation Refunds

We DO NOT refund partial monthly fees to accounts. We require 10 days notice for a cancellation prior to next renewal period.

#### Refusal of Service

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

#### Limitation of Liability

GameSagas shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from GameSagas ' servers going off-line or being unavailable for any reason whatsoever. Furthermore, GameSagas shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of GameSagas ' servers. All damages shall be limited to the immediate termination of service.

#### Violations

Violations of these Acceptable Use Policies should be referred to [abuse@gamesagas.net](mailto:abuse@gamesagas.net). All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

#### Disclaimer

GameSagas cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Certain services provided by GameSagas are resold. Thus, certain equipment, routing, software and programming used by GameSagas are not directly owned or written by GameSagas. Moreover, GameSagas holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as GameSagas sees fit.

#### Account Activation

By activating your account with GameSagas, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer, and a copy of your acceptance is forwarded along with your activation request to be maintained with your account information.

NOTICE: If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

#### Server Uptime Guarantee

GameSagas guarantees 99.9% service (http, ftp, pop, imap, smtp) uptime on all hosting plans. Uptime is defined as your main IP being accessible from the internet. Should we fail to deliver this for any given calendar month, your account will be refunded a pro-rated amount for the duration of excessive downtime. Server Uptime Guarantee does not cover planned downtime or client mistakes.

GameSagas reserves the right to amend any or all of the above policies, guidelines and disclaimer without notification. We also retain the right to increase any pricing and make changes to our account plans without notification.

#### **Privacy Policy**

Revision date: July 29, 2009

GameSagas, LLC (Referred to as "GameSagas") has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses the information gathering and dissemination practices for this Web site.

#### Information Automatically Logged

GameSagas is the sole owner of the information collected from our website. We do not, or will not sell, share, or rent this information to others in ways different from what is disclosed in our privacy statement below. Personal information collected, is only obtained when provided by client when registering for services through Gamesagas. We use this personal information provided to us for administration purposes only, through customer service to each client on an individual basis.

We use your IP address to help diagnose problems with our server and to administer our Web site. We use this information for no other reason.

#### Order Forms

Our site uses an order form for customers to request services. (128/256 bit encryption). We collect sensitive information which

is used only for our purpose, no third party receives any type of information from us. GameSagas claims no responsibilities for information given to a third party when client chooses to pay via a third party terminal, such as Paypal or BluePay.

Contact information from the order forms is used to get in touch with the customer when necessary.

Billing information that is collected is used to bill the user for services.

Unique identifiers are collected from Web site visitors to verify the user's identity.

Demographic and profile data is also collected at our site.

We use this data to tailor our visitor's experience at our site showing them content that we think they might be interested in, and displaying the content according to their preferences.

#### Security

This site has security measures in place to protect the loss, misuse, and alteration of the information under our control. We use strong SSL encryption to ensure your privacy. You must however, take reasonable security precautions. You must protect the confidentiality of your passwords, and you should change your password periodically.

#### Third Parties & Links

Information collected on this site is strictly for our use, NO OTHER OUTSIDE PERSONS MAY VIEW YOUR PERSONAL INFORMATION SUCH BILLING INFORMATION, ETC.

Links to other sites outside of GameSagas.net do not apply to this privacy statement. We are not responsible for privacy policies of other websites linked to GameSagas.net. Please read the privacy statement of each website linked to GameSagas.net for information and data use for visitor's personal identification. Our privacy statement applies solely to GameSagas.net.

#### Newsletter / Email

After registering as a Client, you are given the choice of subscribing to our Newsletter via the Plesk Control Panel. You can either elect to subscribe or unsubscribe at any time. All information stored on our database is not shared or sold to any third party what so ever. Subscribers wishing to unsubscribe to our newsletter can uncheck the option in their account, using the 'Personal Data' link.

Emails sent on behalf of GameSagas divisions related to the subject on hand are not connected to GameSagas Newsletter chain and do not have an opt-out method. Emails pertaining this importance is used only for GameSagas business purposes. Emails

sent on GameSagas behalf in this context will be discontinued at the point of hosting service account termination.

#### Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact: [privacy@gamesagas.net](mailto:privacy@gamesagas.net)

#### **Acceptable Use Policy**

Revision date: July 29, 2009

As a provider of web site hosting and other Internet-related services, GameSagas, LLC (Referred to as "GameSagas") offers its customer (also referred to as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. GameSagas respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, GameSagas reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, GameSagas has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using GameSagas' services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that GameSagas cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because GameSagas cannot monitor or censor the Internet, and will not attempt to do so, GameSagas cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that GameSagas does not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over GameSagas' network and may reach a large

number of people, including both subscribers and non-subscribers of GameSagas, subscribers' postings to the Internet may affect other subscribers and may affect GameSagas' goodwill, business, reputation or operations. For these reasons, subscribers violate GameSagas policy and the Service Agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

**Spamming:**

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward GameSagas, but also because it can overload GameSagas' network and disrupt service to GameSagas' subscribers. You may not send any unsolicited emails, either bulk or individually, to any person who has indicated that they do not wish to receive it. You must comply with the rules of any other network you access or participate in using the GameSagas hosting services. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, GameSagas will investigate and shutdown the account that is SPAMing. A \$50 charge for violating this policy will be charged to the person initiating the SPAM. Furthermore GameSagas reserves the right to prosecute for this violation. A \$1.00 charge will be assessed PER EMAIL sent should GameSagas choose to pursue and prosecute.

**Adult-Oriented Content:**

GameSagas does not allow adult content and will suspend/terminate any offending account.

**Large File Policy:**

GameSagas is not for file hosting and distribution - as such, customers may not host any files larger than 100MB in size that are observed to be available for the sole purpose of download. Such files include but are not limited to .ISO, audio/video files, .EXE files. If you are unsure whether your file is against this policy, please e-mail support@gamesagas.net.

**Obscene Speech or Materials:**

Using GameSagas' network to advertise, transmit, store, post, display, or otherwise make available child pornography, illegal pornography, or obscene speech or material is prohibited. GameSagas is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through its network.

**Defamatory or Abusive Language:**

Using GameSagas' network as a means to transmit or post negative, defamatory, abusive, threatening language, excessively violent, incites violence, threatens, contains harassing or hate speech. Is defamatory or violates a person's privacy.

**Forging of Headers:**

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

**Illegal or Unauthorized Access to Other Computers or Networks:**  
Accessing, illegally or without authorization, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity).

**Distribution of Internet Viruses, Worms, Trojan Horses or Other Destructive Activities:**

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pingings, 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.

**Facilitation a Violation of this AUP:**

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 pingings, flooding, mail bombing, denial of service attacks and piracy of software.

**Export Control Violations:**

Exporting encryption software over the Internet or otherwise, to points outside the United States.

**Usenet Groups:**

GameSagas reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

**Other Illegal Activities:**

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

**Other Prohibited Activities:**

Engaging in activities, whether lawful or unlawful, that GameSagas determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations. Some of these activities include but are not limited to the following:

- \* Creates a risk to a person's safety or health, creates a risk to public safety or health
- \* Compromises national security, or interfere with a investigation by law enforcement
- \* Improperly exposes trade secrets or other confidential or proprietary information of another person

\* Is intended to assist others in defeating technical copyright protections

\* Clearly infringes on another's trade or service mark, patent, or other property right.

\* Is a peer 2 peep filesharing application such as Kazaa, Edonkey, WinMx, limewire or any other filesharing application that demands high bandwidth and cpu resources. Use of these services negativity effects everyone on the main node and will not be permitted.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. GameSagas will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with GameSagas' policy or applicable law. However, when GameSagas becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action deemed appropriate by GameSagas.

GameSagas is also aware that many of its subscribers are themselves providers of Internet services, and that information reaching GameSagas' facilities from those subscribers may have originated from a customer of the subscriber or from another third party. GameSagas does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. GameSagas reserves the right to directly take action against a customer of its subscribers. Also, GameSagas may take action against the GameSagas' subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, GameSagas anticipates that subscribers who offer Internet services will cooperate with GameSagas in any corrective or preventive action that GameSagas deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of GameSagas policy.

GameSagas will not intentionally monitor private electronic mail messages sent or receive by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. GameSagas may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, GameSagas may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. GameSagas assumes no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, GameSagas may disclose subscriber information or information transmitted over its network where necessary to protect GameSagas and others from harm, or

where such disclosure is necessary to the proper operation of the system. However, GameSagas will never sell information to other services or outside companies.

GameSagas expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate GameSagas policy. Finally, GameSagas wishes to emphasize that, in signing the Service Agreement, subscribers indemnify GameSagas for any violation of the Service Agreement, law or GameSagas policy resulting in loss to GameSagas or the bringing of any claim against GameSagas by any third party. This means that, if GameSagas is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against GameSagas, plus costs and reasonable attorney's fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including GameSagas and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to [abuse@gamesagas.net](mailto:abuse@gamesagas.net).