

All services provided by Tejas Digital Media ("Tejas Digital Media") may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of 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 Tejas Digital Media 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 Tejas Digital Media' servers, or any other server on the Internet. 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, Tejas Digital Media 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 Tejas Digital Media 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 Tejas Digital Media 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, Tejas Digital Media shall either:

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

(2) deliver, by e-mail or regular mail, an invoice in accordance with the applicable Service Fees for services rendered for the current month. When an invoice is delivered to the client, payment shall be remitted to Tejas Digital Media by no later than the specified payment due date. Tejas Digital Media shall be entitled to immediately terminate this agreement

for client's failure to make timely payments. You will be provided with an invoice on a monthly basis. All credit cards are billed automatically on a monthly basis. 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 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.

Service Fees

Certain services carry a setup fee charged by Tejas Digital Media 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 Tejas Digital Media and agrees to pay any and all fees incurred by client. Because the services are provided on a monthly basis, the client will be responsible for service fees incurred each month, 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 offer a 30 day Money back guarantee.

Refunds: If client has retained the services for one year and has pre-paid Tejas Digital Media for such services, refunds will be issued for any unused full month of the services, upon client's request. Therefore, if client's account is cancelled at any point during the one-year term, client will be entitled to a refund for the months remaining, after notice given by the 25th day of the preceding month.

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 30 days notice for a cancellation.

Refusal of Service

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

Limitation of Liability

Tejas Digital Media shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Tejas Digital Media ' servers going off-line or being unavailable for any reason whatsoever. Furthermore, Tejas Digital Media 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 Tejas Digital Media ' servers. All damages shall be limited to the immediate termination of service.

Violations

Violations of these Acceptable Use Policies should be referred to john@tejasdigitalmedia.com. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

Disclaimer

Tejas Digital Media 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 Tejas Digital Media are resold. Thus, certain equipment, routing, software and programming used by Tejas Digital Media are not directly owned or written by Tejas Digital Media. Moreover, Tejas Digital Media 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 Tejas Digital Media sees fit.

Account Activation

By activating your account with Tejas Digital Media, 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

Tejas Digital Media guarantees 99% service (http, ftp, pop, imap, smtp) uptime on all hosting plans. 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.

Tejas Digital Media 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

Revision date: 10/25/2011

Tejas Digital Media 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

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 bit encryption). We collect sensitive information which is used only for our purpose, not third party receives any type of information from us. 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.

Third Parties

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

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:
john@tejasdigitalmedia.com

Acceptable Use Policy

Revision date: 10/25/2011

As a provider of web site hosting and other Internet-related services, Tejas Digital Media offers its customer (also known as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Tejas Digital Media respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, Tejas Digital Media reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, Tejas Digital Media 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 Tejas Digital Media' 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 Tejas Digital Media 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 Tejas Digital Media cannot monitor or censor the Internet, and will not attempt to do so, Tejas Digital Media 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 Tejas Digital Media 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 Tejas Digital Media' network and may reach a large number of people, including both subscribers and non-subscribers of Tejas Digital Media, subscribers' postings to the Internet may affect other subscribers and may affect Tejas Digital Media' goodwill, business, reputation or operations. For these reasons,

subscribers violate Tejas Digital Media 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 Tejas Digital Media, but also because it can overload Tejas Digital Media' network and disrupt service to Tejas Digital Media' subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Tejas Digital Media will investigate and shutdown the account that is SPAMing. A \$250 charge for violating this policy will be charged to the person initiating the SPAM. Furthermore Tejas Digital Media reserves the right to prosecute for this violation. A \$1.00 charge will be assessed PER EMAIL sent should Tejas Digital Media choose to pursue and prosecute.

Audio/Video Streaming:

Audio/Video Streaming is not hosting friendly. As such, Tejas Digital Media does not allow any streaming of audio or video content. Offending accounts will be suspended without noticed or terminated.

Adult-Oriented Content:

Tejas Digital Media does not allow adult content and will suspend/terminate any offending account.

Large File Policy:

Tejas Digital Media is not for file hosting and distribution - as such, customers may not host any files larger than 50MB 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 john@tejasdigitalmedia.com.

Obscene Speech or Materials:

Using Tejas Digital Media' network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. Tejas Digital Media 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 Tejas Digital Media' network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

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, pinging, 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 ping, 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:

Tejas Digital Media 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, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards and pirating software.

Other Activities:

Engaging in activities, whether lawful or unlawful, that Tejas Digital Media determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. Tejas Digital Media will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Tejas Digital Media's policy or applicable law. However, when Tejas Digital Media 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 Tejas Digital Media.

Tejas Digital Media is also aware that many of its subscribers are themselves providers of Internet services, and that information reaching Tejas Digital Media's facilities from those subscribers may have originated from a customer of the subscriber or from another third party. Tejas Digital Media does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. Tejas Digital Media reserves the right to directly take action against a customer of its subscribers. Also, Tejas Digital Media may take action against the Tejas Digital Media's subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, Tejas Digital Media anticipates that subscribers who offer Internet services will cooperate with Tejas Digital Media in any corrective or preventive action that Tejas Digital Media deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Tejas Digital Media policy. Tejas Digital Media will not intentionally monitor private electronic mail messages sent or received by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. Tejas Digital Media may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Tejas Digital Media 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. Tejas Digital Media 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, Tejas Digital Media may disclose subscriber information or information transmitted over its network where necessary to protect Tejas Digital Media and others from harm, or where such disclosure is necessary to the proper operation of the system. However, Tejas Digital Media will never sell information to other services or outside companies.

Tejas Digital Media 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 Tejas Digital Media policy. Finally, Tejas Digital Media wishes to emphasize that, in signing the Service Agreement, subscribers indemnify Tejas Digital Media for any violation of the Service Agreement, law or Tejas Digital Media policy resulting in loss to Tejas Digital Media or the bringing of any claim against Tejas Digital Media by any third party. This means that, if Tejas Digital Media 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 Tejas Digital Media, plus costs and reasonable attorney's fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Tejas Digital Media and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to john@tejasdigitalmedia.com.