Terms and Conditions of Service

Agent Black Hosting, LLC

Effective Date: 11/25/2026 | Last Updated: 10/25/2026 | Version: 1.0

IMPORTANT – PLEASE READ CAREFULLY. By creating an account, placing an order, or using any Services, you ("Customer") agree to be bound by these Terms and Conditions of Service, consisting of Parts 1 through 9 and Schedule A (together, this "Agreement"). If you accept this Agreement on behalf of a company or other legal entity, you represent that you have authority to bind that entity. You must be at least eighteen (18) years of age to use the Services. **SECTION 4.E OF THE TERMS OF SERVICE (PART 1) CONTAINS A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION AND JURY TRIAL WAIVER THAT AFFECT YOUR LEGAL RIGHTS.**

How This Agreement Is Organized

This Agreement consists of the following Parts and Schedule, each of which forms part of this Agreement. In any Part, a reference to the "Terms of Service" means Part 1, a reference to a named policy (for example, the "Acceptable Use Policy") means the Part with that name, and a reference to the "Fee Schedule" means Schedule A. A section reference such as "Section 3.G of the Terms of Service" refers to the lettered section within the named Part.

- Part 1 – Terms of Service
- Part 2 – Acceptable Use Policy
- Part 3 – Service Level Agreement
- Part 4 – Copyright (DMCA) Policy
- Part 5 – Privacy Policy
- Part 6 – Support Policy
- Part 7 – Refunds Policy
- Part 8 – Zero-Tolerance Spam Policy
- Part 9 – Domain Name Registration Policy
- Schedule A – Fee Schedule



Part 1 – Terms of Service

1. TERMS & EFFECTIVE DATES

A) This Agreement is effective as of the date you order Agent Black Hosting, LLC's ("The Company") Services and shall continue for an initial term equal to the billing term selected in Customer's order and shall automatically renew for successive billing terms unless and until sooner terminated pursuant to the provisions of this Agreement. Unless otherwise stated in Customer's order, each renewal term will be the same length as the initial term (for example, monthly, quarterly, semi-annually, or annually), and renewal will be charged at the then-current price for the Service shown in Customer's client portal and order confirmation. Customer may cancel automatic renewal at any time as described in Section 3.E. Promptly after the initial order, The Company will send Customer an acknowledgment by email that includes the automatic renewal terms, the cancellation policy, and how to cancel.

B) Either The Company or Customer may terminate this Agreement at any time for any reason upon providing at least a twenty-four (24) hour advance notice in writing. Customer may give notice of termination using the cancellation methods described in Section 3.E.

C) Upon termination of this Agreement, Customer must fully pay The Company for all Services partially or fully provided to Customer by The Company prior to termination. Additional cancellation terms are outlined in Section 3 of this Agreement. If credits remain in Customer's account, they will be forfeited upon cancellation. Credits are non-refundable. Notwithstanding the foregoing, if The Company terminates this Agreement for convenience under Section 1.B (and not because of Customer's breach of this Agreement or the Acceptable Use Policy), The Company will refund to Customer any fees prepaid for the unused portion of the then-current billing term.

D) Notwithstanding the provisions of this Section, The Company reserves the right to immediately terminate this Agreement with any Customer whom The Company reasonably believes has conducted, participated in, allowed, or facilitated any prohibited activity as described in our Acceptable Use Policy.

2. TERMS OF SERVICE

A) Accurate Account Information: Customer will provide The Company with accurate and true information about Customer, including at a minimum, First Name, Last Name, current mailing/billing address, current e-mail address, and a telephone number. Customer agrees to keep this information up to date as it will be used to contact Customer for Service Maintenance, Billing, Account Verification, and Account Notices. The Company will not use this information to send marketing communications unless Customer opts in.

B) Service(s) Provided: The Company will provide Customer with the Service(s) ordered, as they are described on our website, billing system, or in a custom quote. In case of a conflict, the billing system or quote takes priority. Customer understands and agrees that The Company will host and create the Services solely in accordance with the information provided by Customer. Customer agrees to use The Company's Services in accordance with this Agreement, including The Company's Acceptable Use Policy.

C) Customer Support: The Company, either directly or through its assignee or licensee, will provide support to Customer relating to The Company Services. Any support which The Company may provide to you shall be at The Company's sole discretion and once commenced, may be terminated at any time by The Company without notice to you and without any liability to The Company. The Company will provide reasonable technical support via its ticket system (and by telephone where included in Customer's

support level, as described in the Service Level Agreement) to Customer during the support hours stated in the Support Policy. Notwithstanding any discretionary provision of customer support, The Company has no contractual obligation beyond maintaining basic server function and meeting the commitments expressly stated in the Service Level Agreement. The Company will keep Customer's Service up and functional, and will address Customer support tickets within a reasonable response time. Additional provisions are outlined in The Company's Support Policy. The Company has no obligation to perform maintenance or provide troubleshooting assistance with a customer's website, program, or other applications that may be used on the Company's services.

D) Bandwidth Overage: Going over your allocated bandwidth will result in Service overage fee(s) at the rates stated in Customer's plan description or the Fee Schedule. Customer is responsible for their Service(s), so please ensure that you secure your passwords, account(s), and server(s) correctly to avoid any overages. Bandwidth either resets on the first day of the month or at the recurring payment date of your Service, depending on the specific Service. Service overage fees are assessed on the first day following the last day of the previous billing cycle. In the event that Customer cancels Service prior to the last day of the billing cycle, an invoice for any bandwidth overage will be generated and due immediately. If Customer cancels service at the end of the billing cycle, an invoice will be generated at the close of the cycle for any bandwidth overage and due immediately.

E) Shared Hosting Disk Space: Disk space on Shared Hosting is allocated based on the plan ordered. Customer may be permitted to use more disk space than allowed by the plan ordered, however an overage fee, at the rate stated in the Fee Schedule, will be assessed for the additional disk space used. Disk space may be used for any purpose, except for any activity or purpose prohibited by the Acceptable Use Policy.

F) IP Change/Blocklist: In the event that you receive an IP address that is on a blocklist, you have up to 24 hours from your order date to report it to The Company for a change. Any other IP changes after this initial 24-hour period will result in the IP change fee stated in the Fee Schedule, unless a technical issue prevents use of the assigned IP address. Please keep in mind that The Company reserves the right to charge the blocklist remediation fee stated in the Fee Schedule ($50.00 per IP address listed), plus reasonable delisting costs and one Administration Fee under Section 3.G(vii), if your Service(s) is cancelled/suspended and The Company has a reason to believe that you caused the IP address to go on a blocklist due to e-mail spam.

G) Abuse Policy: Customer acknowledges that any prohibited activity as described in The Company's Acceptable Use Policy may result in immediate cancellation/termination without refund or notice. However, at our discretion, we will generally follow the guidelines below:

- First offense: Customer contacted; abuse report sent — response required within 24 hours or suspension;
- Second offense: Customer's Service suspended; Customer must contact The Company to appeal abuse report;
- Third offense: Customer account closed — all Services will be suspended and terminated.
- If the abuse report is from a third party, The Company may or may not require system logs or other evidence of the incident. However, The Company understands that the legitimacy of these reports is sometimes questionable. The Company urges Customer to respond in a timely manner so that The Company can assess each case before making a decision regarding Termination or Suspension. The Company retains the discretion to charge, and Customer agrees to pay, the

Administration Fee described in Section 3.G associated with any Suspension or Termination, which may automatically be charged to your account. Third party reports or requests will be subject to our Copyright (DMCA) Policy and Privacy Policy. The graduated steps above do not apply where immediate action is required by law or to prevent serious harm, including suspected child sexual abuse material (which The Company reports under 18 U.S.C. § 2258A), active malware or phishing, or activity that threatens the integrity of The Company's network.

H) Affiliate Program: At this time, The Company does not have an established Affiliate Program.

I) Free Offers: Any Services offered for free as part of another plan are intended for use for that Customer's plan only. Customers who resell/transfer such free Services to others are in violation of this Agreement, and The Company reserves the right to cancel the free offer.

J) Service Territory; No Orders from the EU or EEA: The Company does not direct, market, or offer its Services to persons located in the European Union ("EU") or the European Economic Area ("EEA"), and does not accept orders from, or provide Services to, individuals or entities located in any EU member state or in any other EEA country (Iceland, Liechtenstein, or Norway). By placing an order, Customer represents and warrants that Customer is not located in any EU member state or other EEA country. The Company may refuse or cancel any order, and may suspend or terminate any Service, that The Company reasonably believes was placed by or for a person located in the EU or EEA. If The Company cancels an order or terminates a Service under this Section, The Company will refund any fees prepaid for the unused portion of the then-current billing term, unless Customer misrepresented its location, in which case the cancellation or termination is treated as a termination for breach of this Agreement. Nothing in this Agreement or any incorporated policy is an offer of Services to persons located in the EU or EEA.

3. BILLING & FEES

A) Agreement to pay: As consideration for The Company's Services, Customer agrees to be charged upon request and/or use of any The Company Service(s), including any fees assessed in connection therewith. Customer agrees to pay The Company the aggregate fees, whether one-time or periodic, in whole, when due, based on the provided Services and terms selected, according to the terms provided herein. Services are provided as they are described and at the price advertised (in US Dollars, plus any applicable taxes) on The Company's website. The Company reserves the right to demand payment in full when due, and does not waive that right in the event of any discretionary deferment.

B) Fee Schedule: The Company's Fee Schedule (Schedule A to this Agreement) states the current amounts of the fees and charges described in this Agreement and the incorporated policies, including charges for Services performed outside of regular support boundaries. Customer agrees to be charged and to pay for any fees assessed by The Company in accordance with this Agreement. The Company may modify the posted fees by posting the updated Fee Schedule on its website and sending notice to Customer's email address on file at least thirty (30) days before the change takes effect. Fee changes do not apply to Services already performed or to fees already paid for the current billing term. Customer must upgrade to a regular, non-discounted plan to be able to use any additional Services. If Customer's plan was purchased at a promotional or discounted price, that discount is voided if Customer requests any of the Services listed in the Fee Schedule.

C) Fraud Protection: The Company uses automated fraud protection on all orders, so please enter all billing information correctly. Do not use proxies when ordering, and do not try to mask your identity in any way. This information is used for billing, fraud-prevention, and security purposes, as described in our Privacy Policy. If you trigger the fraud system, you may correct your details and attempt to re-order, but



if the issue persists, please contact our support team or await a manual response from our team. All payments may require additional documentation for security purposes, such as photo identification or signature. The Company reserves the right to deny orders, cancel and refund payments for any reason, at any time, which may result in immediate termination. However, out of courtesy, The Company may contact Customers to resolve any discrepancies in your payments or documentation, or notify Customers if additional documents are required. If an order is declined by automated fraud screening, Customer may request manual review by a member of our team by contacting support. If you are found to be using the Service(s) for fraudulent or abusive activity, your information will be reported to FraudRecord, a third-party fraud reporting service, using a salted-one-way hash and may be shared with law enforcement authorities. If you are reported, you may have difficulties obtaining service from other hosting providers. Under no circumstances will The Company accept an order from anyone who has been reported for Spam sending within the last ten (10) years.

D) Authorization and Cancellation: By making a payment, Customer agrees that all charges, as well as future charges, are authorized. Customer agrees to notify The Company of any billing dispute within sixty (60) days after the date of the charge. Nothing in this Agreement limits any right Customer may have under the Fair Credit Billing Act (15 U.S.C. § 1666 et seq.), the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.), or payment card network rules. In the event that a payment is disputed, The Company may suspend or terminate Service(s) or the Customer's account, and, if the dispute is resolved in The Company's favor, Customer is responsible for covering any resulting losses, in addition to any fees such as charge-back fees, as well as reasonable attorneys' fees. If the matter is resolved, Customer is responsible for paying the reinstatement fee after a payment dispute stated in the Fee Schedule.

E) Recurring Payments: If Customer signs up for a Service involving recurring payments, Customer is responsible for canceling Service(s) twenty-four (24) hours before the end of the billing term, otherwise an invoice for the next billing term will be generated and due. The Company automatically captures payments one (1) day before the end of the billing term, but reserves the right to do so as soon as seven (7) days before the end of the billing term. Customer permits The Company to reattempt to capture payment if the first capture attempt fails. Any late captured payments will not prevent Service termination and you must contact The Company to have your Services manually re-activated. The Company will not honor any refunds as a result of Customer's failure, mistake, disregard, or neglect to cancel their subscription in a timely manner. Thus, it is Customer's responsibility to send in a cancellation request in a timely manner through The Company's client portal by clicking the "cancel" button and completing cancellation, which is available online at all times. Customer may also cancel by submitting a billing ticket or by email to billing@agentblackhosting.com. The Company will process cancellation requests promptly and will not require Customer to speak with a live or virtual agent, or to accept a retention offer, in order to cancel. "Cancellation" means that the Service will be fully terminated at the end of the term, and no invoice will be generated for the next term; a cancellation request submitted at least twenty-four (24) hours before the end of the current term stops all future recurring charges. For Services with a billing term longer than one (1) month, The Company will send Customer a reminder by email not less than thirty (30) nor more than sixty (60) days before the cancellation deadline for that renewal. The reminder will state that the Service will renew unless canceled, the renewal date and price, the cancellation deadline, and how to cancel, and will include a copy of the automatic renewal offer terms. The Company will also notify Customer before any material change to the renewal terms (including price) takes effect. The Company does not accept crypto currencies for any services.

F) PayPal Subscriptions: The Company does not offer and will not accept PayPal, PayPal Subscriptions, or any services connected with PayPal.

G) Administration Fee: Customer agrees to pay a twenty-five-dollar ($25.00) Administration Fee, which will be charged to Customer's account in the event of the following situations, also reflected in our Fee Schedule:

i. Any returned payment and/or collections efforts;

ii. Any withdrawal of Customer credits (if offered);

iii. Any payment dispute, hold, or charge back that is resolved in The Company's favor;

iv. Any suspension or termination due to prohibited account behavior;

v. Any suspension that necessitates manual processing outside our automated system;

vi. Any custom billing administration outside of current Company policies;

vii. Any block listing of a Company IP address caused by Customer's Service.

H) Suspension and Termination: "Suspension" means Customer cannot use their Service(s), which can be automatically resumed after payment is made. "Termination" means Customer's Service(s) and associated data are lost forever, with outstanding balance still due. The Company is not responsible for data loss due to Termination. Customer is solely responsible for maintaining its own backups. To the fullest extent permitted by law, Agent Black Hosting, LLC is not responsible for Customer's failure to keep backups, or for data corruption or loss where a backup was available. Except where Termination is required by law or results from a violation of the Acceptable Use Policy, The Company will make reasonable efforts to notify Customer by email at least five (5) days before Customer data is permanently deleted following Suspension for non-payment. In the event that Customer does not request to cancel their Services and an invoice is generated, but not paid, it will remain as an invoice and must be paid, even after Termination for failure to pay. This invoice must be paid before Customer can successfully make a new order in the future. Customer may pay the invoice at any time by contacting customer support. Customer is required to pay off any invoices generated. The Company is not required to remove already-generated invoices for existing Services. Dedicated servers and Virtual Private Servers which are suspended may be subject to the re-connection fee stated in the Fee Schedule, and suspended shared hosting Services may be subject to the reinstatement fee stated in the Fee Schedule.

I) Invoices: Customer agrees to be charged and make payment immediately when a new invoice is generated. Invoices are generated as soon as a new Service is ordered and automatically at least ten (10) days before the next billing term for existing Services paid monthly; fourteen (14) days before the next billing term for existing Services paid quarterly; thirty (30) days before the next billing term for existing Services paid semi-annually or longer. If Customer orders a new Service and decides to cancel the order once an invoice is already generated but before payment, The Company will automatically remove the invoice periodically. However, if Customer makes an error and wants to create a new order immediately, The Company can clear the erroneous invoice and replace it according to Customer's request. For existing Services, once an invoice is generated, Customer is required to make the payment before the due date. The Company suspends your Service three (3) days after the due date, and terminates Customer's Service completely after thirty (30) days of being overdue.

J) Refund Policy: The Company will offer a full refund for any Services requested to be discontinued within 30 days of purchase; however, exclusions apply as follows:



- This guaranteed refund only applies to the first refund for the first and single payment on a single Service that the Customer requests, limited per client, per household (such as using the same internet connection, address, payment information.) This guaranteed refund does not include any "One-time Setup Fees" or "Monthly Additions" ordered. Afterward, The Company will handle refund requests on a case-by-case basis at our sole discretion;
- Certain Services and fees are non-refundable. These include any domain name purchases, special/custom purchases, limited support packages, dedicated servers, domain registrations, administrative fees, software licensing fees, priority support fees, and any product specifically labeled as non-refundable;
- Setup fees and any services performed (listed on our Fee Schedule) are non-refundable;
- No refunds are given for ANY services (account-wide) where the account is suspended or closed because of Customer's abuse or violation of this Agreement or the Acceptable Use Policy.

Generally, this means The Company will give Customers a 100% refund for any other hosting or VPS plan for which Customer requests a cancellation and refund within 30 days of purchase. In the event of qualifying down-time, Customer's account will be credited in accordance with this Agreement and The Company's Service Level Agreement. If Customer forgets to cancel a recurring payment and does not wish to keep the Service(s), The Company reserves the discretion to offer account credit upon contact within 24 hours. If Customer downgrades Services, Customer will receive a prorated credit added to next term's invoice: not a refund. All payments made through our deposit system are non-refundable. The Company retains the sole discretion to make refunds without waiving the provisions herein.

Before initiating a credit card chargeback or payment dispute, Customer agrees to first contact The Company and provide all relevant information regarding their account and why they believe they are entitled to a refund. The Company will refund erroneous or duplicate payments if Customer contacts the Billing Department within 30 days of the billing error. If Customer does not contact The Company prior to filing a chargeback or dispute, then The Company reserves the discretion to not refund the payment and provide all evidence supporting the claim that Customer violated this Agreement. The Company reserves the right to report the chargeback activity to MaxMind and FraudRecord, as described in our Privacy Policy. The Refunds Policy summarizes this Section 3.J; in the event of any conflict, this Section controls.

K) Collection Efforts: You shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts. All accounts referred to a collection agency shall be subject to an additional collection referral fee of $30.00 (also reflected in the Fee Schedule), which must be paid in full before the account is reactivated.

L) Currency Fluctuations: Subject to Section 2.J, international Customers bear the risk of currency fluctuations and any fees or taxes associated with the conversion of foreign currencies into United States Dollars. The Company reserves the right to withhold Service to Customers until we are able to receive satisfactory confirmation from such Customer's payment account provider, in our sole discretion, that the funds will be available for debit from the Customer's account. The Company reserves the right to refuse to provide Service to Customers whose country provided in the contact information does not match that on file for the billing information.

M) Late Payments and Late Fee: Any payment not received by the due date listed on the invoice is considered late, including payments made by mail. The Company grants a grace period of three (3) days to make a payment without penalty. If payment is not received in full by 1:00 AM Eastern Time on the



fourth day after the due date, The Company will charge a Late Fee of 10% of the total invoice or $10.00, whichever is greater, or, if less, the maximum amount permitted by law. The Late Fee is also reflected in the Fee Schedule.

4. MISCELLANEOUS

A) Warranty Disclaimer: **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE SERVICE LEVEL AGREEMENT, THE COMPANY'S SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT DATA WILL NOT BE LOST.**

B) Indemnification: Customer shall indemnify The Company, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, upstream vendors including but not limited to bandwidth transit vendors and datacenter vendors, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement. Customer's indemnification obligations do not apply to the extent a claim results from The Company's gross negligence or willful misconduct. You further agree to defend, indemnify and hold harmless The Company, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, upstream vendors including but not limited to bandwidth transit vendors and datacenter vendors, heirs, and assigns, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that The Company shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense. All Services provided by The Company to a Customer will be deemed accepted when delivered. In addition, The Company expects Customers to abide by the policies enclosed in this Agreement and U.S. laws as well as any laws within the country in which Customer resides that do not conflict with U.S. laws. Customer assumes all responsibility for their activities, and if such activities result in any loss of money to The Company or third parties, Customer is responsible for rectifying the situation financially.

C) Contractor Relationship: The Company and Customer are independent contractors and nothing contained in this Agreement expressly or impliedly represents The Company and Customer as having the relationship of principal-agent, partners, or joint-venturers. Neither Customer nor The Company has or may represent itself as having, any authority to make contracts in the name of the other party or bind the other party in any manner whatsoever.

D) Applicable Law: This Agreement is made under and shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. Subject to Section 4.E, the state courts located in Stafford County, Virginia, and the United States District Court for the Eastern District of Virginia (Alexandria Division) shall have exclusive jurisdiction over any action arising under or relating to this Agreement, and each party consents to personal jurisdiction and venue in those courts. The Company may change this Agreement and its policies by posting the updated version on The

Company Site with a new “Last Updated” date. For material changes, The Company will give at least thirty (30) days’ advance notice by email to Customer’s address on file before the change takes effect. If Customer does not agree to a change, Customer may cancel the affected Services before the change takes effect and receive a prorated refund of any fees prepaid for the unused portion of the term. Continued usage of the Services after a change takes effect constitutes acceptance of the change. Changes to Section 4.E (Arbitration) will not apply to any dispute of which The Company had notice before the change took effect. We encourage you to regularly check The Company Site for any changes or additions.

E) Arbitration: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the Commonwealth of Virginia or another location mutually agreeable to the parties. Such arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) or, where Customer is an individual who purchased the Services primarily for personal, family, or household purposes, the AAA Consumer Arbitration Rules. This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and may include an award of costs, expenses, and reasonable attorneys’ fees to the prevailing party to the extent permitted by applicable law and the applicable AAA rules. Any such arbitration shall be conducted by an arbitrator experienced in Intellectual property and contract law and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Exceptions. Either party may (i) bring an individual action in a small-claims court (including the General District Court) within that court’s jurisdiction, and (ii) seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect its intellectual property, confidential information, or the integrity of The Company’s network, pending arbitration.

CLASS ACTION AND JURY TRIAL WAIVER: ALL CLAIMS MUST BE BROUGHT IN A PARTY’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF MORE THAN ONE PERSON. TO THE EXTENT ANY CLAIM PROCEEDS IN COURT, EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY. If this class action waiver is found unenforceable as to any claim, that claim shall proceed in court under Section 4.D and not in arbitration.

Opt-Out. Customer may opt out of this arbitration agreement by sending written notice to legal@agentblackhosting.com within thirty (30) days after first accepting this Agreement, stating Customer’s name, account email, and that Customer opts out of arbitration. Opting out does not affect any other provision of this Agreement.

Informal Resolution. Before initiating arbitration, the party asserting a claim must send the other party a written notice describing the claim and the relief sought, and the parties will attempt in good faith to resolve the dispute informally for at least thirty (30) days.

F) Limitation of Liability: The Company’s liability in connection with this Agreement or Services provided shall not exceed the amount paid by customer to The Company during the three (3) month period before the claim arose. The Company shall not be liable for (a) any loss of use, loss of data, or interruption of business or (b) any indirect, special, incidental, consequential, unforeseeable, or punitive damages of any kind (including, without limitation, lost profits), regardless of the form or action, whether in contract, tort (including negligence), strict liability, or otherwise, even if The Company has

been advised of the possibility of such damages. Customer acknowledges that these limitations are an essential element of this Agreement, and absent such limitations, The Company would not enter into this Agreement to provide Services. The foregoing limitations do not apply to (i) Customer's payment obligations; (ii) a party's indemnification obligations; (iii) liability for gross negligence, willful misconduct, or fraud; or (iv) any liability that cannot be limited or excluded under applicable law. Service credits under the Service Level Agreement are Customer's sole and exclusive remedy for the service failures described in the Service Level Agreement.

G) Severability: The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

H) Entire Agreement: This Agreement, consisting of these Terms of Service (Part 1), the Acceptable Use Policy (Part 2), the Service Level Agreement (Part 3), the Copyright (DMCA) Policy (Part 4), the Privacy Policy (Part 5), the Support Policy (Part 6), the Refunds Policy (Part 7), the Zero-Tolerance Spam Policy (Part 8), the Domain Name Registration Policy (Part 9), and the Fee Schedule (Schedule A), constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of a conflict, the following order of precedence applies: (1) any signed order or custom quote; (2) these Terms of Service; (3) the Service Level Agreement; and (4) the other Parts and Schedule A. For domain name services, applicable registry rules and ICANN policies control to the extent of any conflict, as described in the Domain Name Registration Policy.

I) Assignment: This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by Customer, but may be so transferred, assigned or delegated by The Company.

J) Export Matters: If Customer chooses to use these Services, Customer does so on its own initiative and is responsible for compliance with applicable laws. Customer agrees to comply with all restrictions and regulations of the U.S. Department of Commerce and any other United States or foreign agencies and authorities in connection with Customer's use of these Services and to not, in violation of any laws, transfer, or authorize the transfer, of any Services (a) into any U.S. and/or U.N. embargoed countries or (b) to anyone on the U.S. Treasury Department Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Commerce Department's Denied Persons List or Entity List of proliferation concern, or the U.S. State Department's Debarred Parties List. By using these Services, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of any such country or on any such list. In addition, Customer may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations (15 C.F.R. Parts 730–774). Customer assumes responsibility for compliance with laws and regulations applicable to export, re-export or import of products, technology or technical data provided hereunder and for obtaining required export and import authorizations. Customer will not transfer to or through the Services any data, materials or other items controlled for export under the International Traffic in Arms Regulations ("ITAR Data") or other applicable laws unless The Company has agreed to the transfer and (i) Customer has provided The Company not less than 10 days' prior written notice that ITAR Data will be transferred to or through the Services, (ii) Customer has received prior written authorization from the U.S. Government to transfer the ITAR Data to The Company, and (iii) Customer agrees to provide The

Company with all necessary assistance to enable The Company to obtain such U.S. Government permission. Customer is responsible, and will reimburse The Company, for all costs, expenses or damages incurred by The Company in connection with Customer transfer of ITAR Data.

K) Force Majeure: Except for policy violations as outlined in the AUP and TOS and Customer's payment obligations, neither The Company nor Customer will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond either party's control, such as significant failure of a part of the power grid, sabotage, denial of service attack, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, governmental restrictions on internet access, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry; provided however if the force majeure event continues beyond thirty (30) days, the party not affected by the force majeure event may terminate the Agreement upon written notice.

L) Agreement Versions: This Agreement (including all Parts and Schedule A described in Section 4.H) is the complete and exclusive agreement between Customer and The Company regarding its subject matter and supersedes and replaces any agreement (including without limitation any computer infrastructure hosting and related agreements between Customer and The Company), understanding, or communication, whether written or oral, prior or contemporaneous.

M) Enforceability: If any part of this Agreement is found unenforceable by a court or other tribunal, the rest of the Agreement will nonetheless continue in effect, and the parties agree that any court or other tribunal may reform the unenforceable part if it is possible to do so consistent with the material economic incentives of the parties resulting in this Agreement.

N) Official Language: The official language of the Agreement shall be the English language and no translation into any other language may be used in its interpretation. All services, support, notices, designations, specifications, and communications will be provided in the English language.

O) Taxes: The Customer is solely responsible for the payment of all taxes, levies, duties, fees, or other similar charges imposed by any governmental or taxing authority in the jurisdiction(s) where the Customer resides, operates, or receives services. The Company does not collect, remit, or pay taxes on behalf of the Customer unless required by applicable law.

If the Company is compelled by any taxing authority to pay taxes on the Customer's behalf, such amounts will be added to the Customer's next invoice and must be paid in accordance with the payment terms of this Agreement. The Company reserves the right to refuse to collect or remit taxes on behalf of the Customer except where legally obligated.

The Customer agrees to defend, indemnify, and hold harmless the Company, including its officers, directors, owners, managing agents, attorneys, shareholders, affiliates, upstream providers (including bandwidth transit and datacenter vendors), heirs, and assigns, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees, arbitration or mediation fees, and expert costs) arising directly or indirectly from the Customer's failure to pay any required taxes, usage fees, or similar charges.

P) Notices: The Company may give notices to Customer by email to the address in Customer's account, by notice in the client portal, or by posting on The Company Site (for general changes). Customer must send legal notices to The Company at legal@agentblackhosting.com with a copy to Agent Black Hosting, LLC, Attn: Legal, PO Box 1122, Stafford, VA 22554. Email notices are deemed received when sent, unless the sender receives a delivery-failure message.

Q) Electronic Communications and Signatures: Customer consents to receive this Agreement, invoices, notices, and other communications electronically, and agrees that electronic acceptance (including clicking "I agree" or placing an order) has the same effect as a handwritten signature, consistent with the federal E-SIGN Act (15 U.S.C. § 7001 et seq.) and the Virginia Uniform Electronic Transactions Act (Va. Code § 59.1-479 et seq.). Customer may request a paper copy of this Agreement by contacting support.

R) Customer Data and Privacy: As between the parties, Customer owns all Customer Content (as defined in the Copyright (DMCA) Policy). The Company processes personal data contained in Customer Content solely to provide the Services and in accordance with Customer's instructions and the Privacy Policy. Customer is responsible for complying with all privacy, data protection, and consumer protection laws that apply to Customer's own websites, applications, and end users, including providing any required privacy notices and obtaining any required consents. All Services are hosted and data is stored and processed in the United States.

S) Law Enforcement and Legal Process: The Company will disclose Customer account records or Customer Content to government entities only as required or permitted by applicable law, including the Stored Communications Act (18 U.S.C. § 2701 et seq.), generally upon receipt of valid legal process. Where legally permitted, The Company will make reasonable efforts to notify Customer before disclosure so that Customer may seek a protective order.

T) Survival: Sections 1.C, 3 (as to amounts owed), 4.A, 4.B, 4.D, 4.E, 4.F, 4.J, 4.O, 4.U, and any other provisions that by their nature should survive will survive termination or expiration of this Agreement.

U) Reservation of Rights; No Waiver: All rights not expressly granted to Customer in this Agreement are reserved by The Company to the fullest extent permitted by applicable law, including all right, title, and interest in and to The Company's websites, Background Technology (as defined in the Copyright (DMCA) Policy), software, documentation, trademarks, service marks, and other intellectual property. No license or other right is granted by implication, estoppel, or otherwise. The Company's failure or delay in exercising any right or remedy under this Agreement is not a waiver of that right or remedy, and any waiver must be in writing and signed by an authorized representative of The Company. Nothing in this Agreement limits or waives any right or remedy that applicable law does not permit to be limited or waived.

Part 2 – Acceptable Use Policy

This Acceptable Use Policy ("AUP") forms part of the Agreement. Capitalized terms not defined here have the meanings given in the Terms of Service. Customer is responsible for ensuring that its own end users, customers, and anyone else who accesses the Services through Customer's account comply with this AUP.

A) Prohibited Content: The Company does not permit any Customer to use The Company's Services for illegal activities, and Customer warrants that it will not conduct, participate in, allow, or facilitate any prohibited activity. Customer agrees not to post, provide, embed, link, or otherwise make available any Customer Content (as defined in The Company's Copyright (DMCA) Policy) that:

i. infringes on any third party's intellectual property or publicity/privacy rights;

ii. violates any applicable law or regulation;

iii. involves deceptive or fraudulent activities;

iv. is defamatory; constitutes a true threat, harassment, or stalking; incites or promotes violence; is obscene under applicable law; or infringes the civil rights of others;

v. contains any viruses, worms, Trojan horses, time bombs, cancel bots, port scanning, stress testing, IP spoofing, Phishing, or other computer programming routines that are intended to damage or interfere with any system, data, or personal information;

vi. attempts to harm The Company's servers or other servers in any way (Attacks, CPU intensive programs for no reason, etc);

vii. involves spamming (which is defined as unsolicited email that is sent without opt-in confirmation to the receiver and they do not agree to receive the email message), or promotes unlicensed or unlawful gambling, lotteries, sweepstakes, or securities or investment schemes;

viii. involves brute force and other vulnerability-checking programs, even if for security purpose, without the express written authorization of The Company;

ix. involves traffic exchange / relay websites or Services, including auto surf sites, TOR nodes, open public proxies, and top sites list;

x. involves mass public file storage of any kind (image hosting site, video hosting site, torrents, etc) on shared hosting. Customers may host mass public file storage on VPS or dedicated servers only;

xi. involves high CPU/Bandwidth usage, I/O usage, and network usage, or in any other way disrupting the performance of other customers;

xii. involves constantly receiving attacks on Customer's Services or failure to secure Services properly;

xiii. involves crawling/scraping, loading excessive number of websites, or running web macro plugins/scripts;

xiv. involves running a program/script that is designed to use maximum CPU (such as cryptocurrency miners) and not a general fixed amount equal or lesser to the processing power assigned to your service;

xv. hosts or distributes malware, ransomware, phishing pages or kits, credential-harvesting tools, botnet command-and-control infrastructure, or stolen data;

xvi. constitutes or facilitates the non-consensual publication of intimate images, including digitally altered or AI-generated intimate images (see 15 U.S.C. § 6851; 47 U.S.C. § 223(h), as added by the TAKE IT DOWN Act, Pub. L. No. 119-12; and Va. Code § 18.2-386.2);

xvii. promotes or facilitates terrorism or violent extremism, or provides material support to a designated foreign terrorist organization (18 U.S.C. §§ 2339A–2339B);

xviii. promotes or facilitates sex trafficking, human trafficking, or commercial sexual exploitation (18 U.S.C. § 1591);

xix. offers for sale controlled substances, firearms, explosives, or other regulated goods in violation of applicable law;

xx. violates U.S. economic sanctions or export control laws, including by providing services to persons on U.S. government restricted-party lists;

xxi. collects, processes, or discloses personal data in violation of applicable privacy laws (including the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.), the Virginia Consumer Data Protection Act (Va. Code § 59.1-575 et seq.), and other applicable federal and state privacy laws), or offers "doxxing" or stalkerware services; or

xxii. impersonates any person or organization, or misrepresents Customer's affiliation with any person or organization, for fraudulent or deceptive purposes.

Child Sexual Abuse Material (CSAM)

The Company maintains a strict **zero-tolerance policy** regarding Child Sexual Abuse Material ("CSAM"). CSAM includes any material that visually depicts or otherwise represents sexually explicit conduct involving a minor (any person under eighteen (18) years of age, as defined in 18 U.S.C. § 2256, or such older age as applicable law may provide), regardless of whether such material is deemed "illegal" in the Customer's jurisdiction.

1. Prohibition

- Customers may not use The Company's services to create, store, host, distribute, advertise, access, transmit, or otherwise make available CSAM in any form.
- This prohibition extends to grooming materials, child sexual exploitation imagery, fictitious or computer-generated depictions that are indistinguishable from a minor, and any related activities that facilitate exploitation of minors.

2. Immediate Action

- Any account found to be involved in CSAM will be **immediately suspended and terminated** without notice.
- Evidence of CSAM will be preserved for at least one (1) year, as required by 18 U.S.C. § 2258A(h), and reported to the National Center for Missing and Exploited Children (NCMEC)

CyberTipline and appropriate law enforcement agencies in accordance with **18 U.S.C. § 2258A** and other applicable laws.

3. Mandatory Reporting

- The Company is legally required to, and will without exception, report to NCMEC's CyberTipline, as soon as reasonably possible and in accordance with 18 U.S.C. § 2258A, any apparent violation of the federal laws listed in 18 U.S.C. § 2258A(a)(2) of which it obtains actual knowledge, including violations involving CSAM, child sex trafficking (18 U.S.C. § 1591), and coercion and enticement of a minor (18 U.S.C. § 2422(b)). The Company will not access, copy, or transmit suspected CSAM except as permitted by 18 U.S.C. §§ 2258A and 2258B.
- Customers acknowledge and agree that the Company has full discretion to cooperate with law enforcement investigations, including providing account information, access logs, content, and other data as required or permitted by law, including 18 U.S.C. §§ 2258A and 2702.

4. Indemnification

- Customers agree to indemnify, defend, and hold harmless The Company, its officers, directors, employees, agents, affiliates, and upstream providers from any and all claims, liabilities, damages, losses, costs, or expenses (including attorneys' fees) resulting from the Customer's involvement in or facilitation of CSAM activities.

5. No Safe Harbor

- There is **no safe harbor** or tolerance period for violations of this policy. Any involvement with CSAM is grounds for immediate termination of services and referral to law enforcement.

The Company shall have the sole discretion in determining what Customer Content is acceptable, and reserves the right to refuse any other subject matter it deems inappropriate. In the event that any damages are caused by Customer's violation of this provision, Customer agrees to be liable for all costs associated with reversing the damages. Customer agrees to comply with all applicable U.S. federal, state (including Virginia), and local laws, and the laws of any other jurisdiction in which Customer operates. Customer agrees to hold harmless and indemnify The Company of any and all liabilities that may arise, either directly or indirectly, with Customer's performance or non-performance in connection with this Agreement.

B) Circumvention Prohibited: Customer agrees not to circumvent, abuse, or attempt to circumvent or abuse The Company security measures and/or billing system. This includes, but is not limited to: creating multiple billing accounts for the same Customer or from the same household, using multiple accounts to deposit funds exceeding amount of funds permitted, creating a billing account for someone other than Customer, or abusing bugs in The Company's system. Any abuse will result in account closure and immediate Service termination, without refund. The Company is not obligated to honor obvious pricing errors on its website and reserves the right to cancel such orders, in which case The Company will refund any amount paid for the canceled order.

C) Spamming Prohibited: The Company does not permit any type of spamming on our servers or networks. If Customer wants to run a legitimate mail-server or send large amounts of e-mails in a non-spam manner, Customer must ensure that email being sent is legitimate and is not unsolicited in any way. Our Zero-Tolerance Spam approach is outlined in our Zero-Tolerance Spam Policy.

D) High Usage Policy: Any usage by Customer that disrupts the overall performance of our server(s) is not permitted. Customer agrees to operate within The Company usage parameters, which are as follows:

- High CPU: Customer's Service cannot burst to 95-100% usage for more than five (5) minutes and cannot average higher than 50% usage within any two (2) hour period. Packages advertised to include dedicated CPU, Services with the high CPU option, and any customized Service plans that include high CPU option may burst to 100% at all times.
- High Load: Customer's Service cannot have a 15-minute load average higher than the number of full logical cores assigned and cannot have a 1-day load average higher than 70% of the number of full logical cores assigned.
- High Mail Volume: The Company reserves the right to block port 25 on Customer's Service. Customer cannot send more than 100 maximum e-mails per hour, and must maintain a similar average volume of mail on a week-to-week basis—no bursting permitted. The Company reserves the right to waive this requirement for the purpose of a customized Service plan.
- High I/O: Customer's Service cannot average more than 80 IOPS within any two (2) hour period, cannot burst above 300MB/s disk write average for more than ten (10) minutes, cannot average more than 300 write operations per second for more than 1 hour, and cannot be above 20% average utilization within any six (6) hour period.
- High Network Usage: Customer's Service cannot have more than 50,000 conntrack sessions at any given time, and cannot use more than the allocated bandwidth. Customer understands that the network is shared and utilizing maximum network speed will not always be possible.

The Company reserves the right to deprioritize, power down, or suspend Customer's Service(s) at any time in order to avoid congestion and/or disrupting the performance of other customers, which may directly affect the performance of Customer's Service.

E) Reporting Violations: Report suspected violations of this AUP to abuse@agentblackhosting.com, including the URL or IP address involved and a description of the issue. Suspected child sexual abuse material should also be reported directly to NCMEC's CyberTipline at https://report.cybertip.org or 1-800-843-5678. Copyright complaints must follow the procedure in our Copyright (DMCA) Policy.

F) Enforcement: The Company may investigate any suspected violation and may remove or disable access to content, suspend or terminate Services, block traffic, or take other action it reasonably considers appropriate, consistent with Section 2.G of the Terms of Service. Where practical and lawful, The Company will tell Customer what action was taken and why, and Customer may contact abuse@agentblackhosting.com to appeal or provide additional information.

Part 3 – Service Level Agreement

This Service Level Agreement ("SLA") forms part of the Agreement and applies to dedicated server, colocation, shared hosting, and VPS Services. Commitments that refer to a specific feature (for example, data backup, high-availability network devices, or monitoring) apply only where Customer has purchased that feature. "Monthly recurring fee" means the recurring monthly charge (or the monthly equivalent of a quarterly or annual charge) for the affected Service, excluding one-time, setup, and usage-based fees.

A) Service Level Agreement Notice: The issuance of SLA Credits (defined below) is the sole and exclusive remedy of Customer and The Company's sole and exclusive obligation, for any failure by The Company to satisfy the requirements set forth in the SLA.

B) Support Requests: The Company support will be available 24 hours per day, 7 days per week, year-round. You may request support by opening a support ticket via the Customer Portal, technical support address, or by telephone if you are subscribed to the support level with phone support.

B-1) Response Times: We will respond to your support requests made via ticket or telephone within the following time frames:

- MONITORING RESPONSES: Server and service down alerts will be acknowledged within 15 minutes;
- TICKET RESPONSIVENESS: Customer questions made in tickets will be acknowledged within one hour for tickets opened between 8:00 AM and 10:00 PM Eastern Time, and within eight (8) hours for tickets opened at other times. Resolution times are dependent on the particular circumstances and are not guaranteed;
- RESTORE REQUESTS: Customer restore requests will begin within 8 hours provided that the destination location is available and the requested data is available in the backup repository. We will respond to you via support ticket, telephone call, or both depending on the severity of the situation and consistent with any procedures we have established with you for your account.

B-2) Remedy: If we fail to meet the response time commitments stated in this Support section, you are entitled to a credit of $5 per event, up to 100% of your monthly recurring fee for the affected hosted system for any calendar month. The response time commitments stated above do not apply to support requests made outside of our ticket system or, where included in your support level, our telephone support (see Section N).

C) Power: A/C power to the outbound port on your serving power distribution unit (PDU) will be available 100% of the time.

D) Network: The data center network will be available 100% of the time. "Network" means the portion of the network extending from the outbound port on your edge device to the outbound port on the border router and includes The Company managed switches, routers, and cabling. Network availability is defined as the ability to pass TCP/IP traffic with less than 3% packet loss and less than 50ms latency across The Company network infrastructure.

E) Remedy for Power and Network: If The Company fails to meet any of the commitments stated in Sections C and D and the failure adversely affects your hosted system, you are entitled to a credit in the amount of 5% of your monthly recurring fee for the affected hosted system per half hour of power

outage or network downtime, up to 100% of the monthly recurring fee for the affected components for any calendar month.

F) Hardware Repair or Replacement: The Company will begin repairing or replacing failed hardware components provided by The Company within two (2) hours of problem identification by The Company. This commitment does not include the time required to rebuild your system, such as the time required to configure a replacement device, rebuild a RAID array, reload the operating system, reload and configure applications, and/or restore from backup (if necessary).

G) High Availability Network Device Solution: A "high-availability" network device solution means two devices within a single data center (such as a firewall, load balancer, router, or switch) configured in a fail-over configuration. High availability network device solutions will be available 100% of the time. The Company will work with you to test the reliability of the high availability solution as part of the implementation process; proper testing must be completed for this commitment to apply.

H) Remedy for Hardware Replacement and High Availability: If The Company fails to meet the commitments stated in sections F and G and the failure adversely affects your hosted system, you are entitled to a credit in the amount of 5% of your monthly recurring fee per half hour of downtime (after the two (2) hours from problem identification referenced in Section F), up to 100% of the monthly recurring fee for the affected component for any calendar month.

I) Data Back Up: We will back up your data only if you have purchased data backup services, otherwise Customer is solely responsible for ensuring that its data is backed up in the event of an outage. There is no resolution guarantee and no guarantee of backup integrity. To the fullest extent permitted by law, Agent Black Hosting, LLC is not responsible for Customer's failure to keep backups, or for data corruption or loss where a backup was available.

J) Data Back Up Solution: Unless a custom backup solution is agreed to in advance, backups will be performed to a shared Managed Backup Infrastructure on a scheduled basis. Backups will be retained for the time agreed in the service description or other written agreement. The default backup schedule is nightly backups with a seven day retention period.

K) Data Restoration:

- LOCAL RESTORES: We will initiate restoration of your data stored onsite within eight (8) hours of the time that you request the restore via a support ticket.
- REMEDY: If we fail to restore the data that you have selected for backup in accordance with the standards stated in this Section K, you are entitled to a service credit of $10 per event, up to 100% of your monthly recurring fee for the affected configuration for any calendar month.

L) Service and System Monitoring: Service and System Monitoring is available as an addon service or is included in select support plans. These provisions only apply to customers with active system monitoring.

- Availability Monitoring: The Company will monitor up to 6 TCP ports (HTTP, HTTPS, SMTP, POP3, etc.) per server for service availability. General server availability is tested every five (5) minutes via ping. You will be alerted via ticket if port or ping monitors fail three consecutive times.
- Fault Monitoring: The Company monitors status events on servers and network devices including network availability, process status, file system and capacity.



- Performance Monitoring: The Company monitors key performance metrics for the operating system, select applications and databases.
- Notification of Monitoring Alerts: We will notify you of monitoring alerts within the time frames stated in Section B-1 above.
- Remedy: If we fail to meet the monitoring alert notification commitments stated in this Section L, you are entitled to a credit of $5 per event, up to 100% of your monthly recurring fee for the affected hosted system for any calendar month.

M) Limitations on Credits:

- Cumulative Dollar Amount: Notwithstanding anything in this SLA to the contrary, the maximum total credit for any calendar month for failure to meet Service Level commitments under this Agreement, shall not exceed 100% of your monthly recurring fee for the affected hosted system. Credits that would be available but for this limitation will not be carried forward to future months.
- Maintenance: You are not entitled to a credit for downtime or outages resulting from Maintenance. “Maintenance” means: A) AGENT BLACK HOSTING MAINTENANCE WINDOWS: upgrades or repairs to shared infrastructure, such as core routing or switching infrastructure that we scheduled and notified to Customer by email or client-portal notice at least 72 hours in advance and that occurs during off peak hours in the time zone where the data center is located; B) SCHEDULED CUSTOMER MAINTENANCE: maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades; C) EMERGENCY MAINTENANCE: critical unforeseen maintenance needed for the security or performance of your configuration or The Company’s network, of which The Company will use reasonable efforts to notify Customer as soon as practicable. We require that all servers remain patched to the approved Company patch level.
- Force Majeure/Extraordinary Events: You are not entitled to a credit for downtime or outages resulting from an event of Force Majeure (as described in Section 4.K of the Terms of Service), denial of service attacks, virus attacks, hacking attempts, and/or any other circumstances that are not within our control.
- Your Breach of the Agreement: You are not entitled to a credit if you are in breach of the Agreement at the time of the occurrence of the event giving rise to the credit until you have cured the breach. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for your breach of the Agreement.
- Disabling or Removing of Monitoring or Security Services, Interference with Services: You must notify us in advance if you plan to disable, block, or remove any monitoring or security element of your hosting service for more than thirty (30) minutes. We will not issue you any credit for events that might have been avoided or mitigated if you had not disabled, blocked or removed our monitoring or security elements, or otherwise interfered with our ability to provide the Services.
- Logical Access: This SLA is contingent on The Company having full logical access to your configuration. Full logical access" means administrative access to the software, operating systems, network configurations, and management interfaces expressly identified in the

applicable service agreement. Such access shall be exercised only as necessary to provide contracted services, perform authorized maintenance, or respond to security incidents. No credit will be due if the credit would not have accrued but for your restriction of The Company's logical access to your configuration.

- Data Center Upgrades: We are constantly upgrading our data center facilities and in order for you to benefit from these upgrades, you agree that we may relocate your servers within our data centers, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. In each case we will give you reasonable advance notice and use all reasonable endeavors to minimize the effect that such change will have on your use of the Services.

N) Measurement of Time: For the purpose of determining whether a credit is due, time periods will be measured from the time stamp generated by our ticket system, or the time an interruption is recorded in our monitoring system, as applicable. You may open a support ticket to document the start time for a support request or other incident, or if you contact us by telephone to request support, we will open a ticket. If you contact us by phone, there may be a delay between the time of the call and the time we open a ticket.

O) Making a SLA Credit Request: You must request a credit in writing either via a support ticket or by postal mail within seven (7) days after submission of the initial trouble ticket or support call. We will contact you within 30 days to approve or reject the claim or to request more information. If the claim is approved, the credit will appear on your monthly invoice following approval. Credits have no cash value, are not transferable, and are not refundable, except as required by law.

Part 4 – Copyright (DMCA) Policy

This Copyright (DMCA) Policy forms part of the Agreement. The Company respects intellectual property rights and responds to notices of alleged infringement in accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512.

A) Limited License to Content: Customer hereby grants to The Company the limited, nonexclusive right and license to copy, distribute, transmit, display, perform, modify (for example, by caching, compressing, or reformatting), and otherwise use and exploit any Customer Content, or any Customer trademarks, fonts, logos, or other objects or designs provided to The Company hereunder, solely for the purpose of rendering The Company's Services under this Agreement. Such limited right and license shall extend to no other materials or for any other purpose and will terminate automatically upon termination of this Agreement for any reason.

B) Rights to the Web Site and Content: With the exception of any Third-Party Materials and Background Technology as set forth below, Customer owns the "Customer Content," which means all content and/or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, and/or software), in any medium, provided by Customer to The Company. "Third-Party Materials" means any content, software, and/or other computer programming material that is owned by an entity other than The Company, and licensed by The Company or generally available to the public, including Customer, under published licensing terms, and that The Company will use to display or run a Web site. The Company owns all rights to The Company's own website and the Background Technology. The Company claims no ownership of Customer Content or of any website designed by or for Customer. If Customer stops paying the fees for the Services, the Services will be suspended and terminated in accordance with Sections 3.H and 3.I of the Terms of Service and Customer will no longer be entitled to use the Services or any Background Technology.

C) Limited License to the Background Technology: "Background Technology" means computer programming/formatting code or operating instructions developed by or for The Company and used to host or operate a website or a webserver in connection with a website. Background Technology includes, but is not limited to, any files necessary to make forms, buttons, checkboxes, and similar functions and underlying technology or components, such as style sheets, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and/or menu utilities, whether in database form or dynamically driven. Background Technology does not include any Customer Content. Customer may not duplicate or distribute any Background Technology to any third party without the prior written consent of The Company. All rights to the Background Technology not expressly granted to Customer hereunder are retained by The Company. Without limiting the foregoing, Customer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of the Background Technology, except as allowed by law.

D) Digital Millennium Copyright Act: Customer agrees not to use The Company Services or equipment in violation of the copyrights, trademarks, patents, or trade secrets of third parties, nor shall Customer utilize The Company Services or equipment to publish such materials in a manner that would expose them to public view in violation of the law. All third-party take down requests, wherein aggrieved parties ask The Company to remove Customer Content claimed to infringe intellectual property rights will be addressed in accordance with the Digital Millennium Copyright Act of 1998 ("DMCA") (17 U.S.C. § 512, et seq.) and other applicable trademark, copyright, patent and/or other intellectual property laws.

Copyright owners or their authorized agents who believe that material hosted on The Company's network infringes their copyright may send a written notification to The Company's Designated Agent listed below. To be effective under 17 U.S.C. § 512(c)(3), the notification must include substantially the following:

(1) a physical or electronic signature of the copyright owner or a person authorized to act on its behalf;

(2) identification of the copyrighted work claimed to have been infringed (or, for multiple works, a representative list);

(3) identification of the material claimed to be infringing and information reasonably sufficient to permit The Company to locate it (for example, the specific URL or IP address);

(4) the complaining party's name, address, telephone number, and email address;

(5) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(6) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

Our DMCA Contact:

Attention: Copyright Officer
Agent Black Hosting, LLC
PO Box 1122
Stafford, VA 22554

Telephone: 223 400 4678 | Email: dmca@agentblackhosting.com

Notices concerning trademarks, rights of publicity, or other non-copyright claims should be sent to abuse@agentblackhosting.com.

Counter-Notification: If Customer believes that material was removed or disabled by mistake or misidentification, Customer may send a counter-notification to the Designated Agent containing: (1) Customer's physical or electronic signature; (2) identification of the material that was removed or disabled and the location at which it appeared before removal; (3) a statement under penalty of perjury that Customer has a good-faith belief that the material was removed or disabled as a result of mistake or misidentification; and (4) Customer's name, address, and telephone number, and a statement that Customer consents to the jurisdiction of the Federal District Court for the judicial district in which Customer's address is located (or, if Customer is outside the United States, any judicial district in which The Company may be found) and will accept service of process from the person who provided the original notification or that person's agent. Upon receipt of a valid counter-notification, The Company will forward it to the complaining party and will restore the material in not less than ten (10) nor more than fourteen (14) business days, unless the Designated Agent first receives notice that the complaining party has filed an action seeking a court order to restrain the alleged infringement (17 U.S.C. § 512(g)).

Repeat Infringers: In appropriate circumstances, The Company will terminate the accounts of Customers who are repeat infringers. The Company may treat a Customer as a repeat infringer if it receives multiple valid notifications regarding that Customer's account and the Customer has not submitted successful counter-notifications (17 U.S.C. § 512(i)(1)(A)).

Misrepresentations: Under 17 U.S.C. § 512(f), any person who knowingly and materially misrepresents that material is infringing, or that material was removed by mistake, may be liable for damages, including costs and attorneys' fees.

E) Customer IP Duties: Customer affirmatively represents, agrees, and warrants to maintain at all times the necessary intellectual property rights, including, but not limited to, all copyrights, trademark and/or service mark rights and rights of publicity, both in the United States and throughout the world, to reproduce and disseminate, via the Internet, Customer Content or content which you otherwise promote, advertise, disseminate and/or distribute to anyone by your direct or indirect use of The Company Services or equipment, prior to and at all periods during the time that such materials are promoted, advertised, disseminated or distributed through any direct or indirect use of The Company Services or equipment.

F) Suspension/Termination: The Company may Suspend performance under or Terminate this Agreement, cease transmission of data associated with your domain name immediately and without notice, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with relevant laws if it is informed or otherwise believes, in its sole discretion, that Customer Content violates the intellectual property rights of any third party or is otherwise the subject of a dispute. To the extent permitted by law, The Company shall not be liable to Customer for any action taken in good faith to remove or disable access to material in accordance with this Policy (17 U.S.C. § 512(g)(1)). Customer agrees to indemnify and hold harmless The Company from and against any third-party claims arising from Customer Content. Customer agrees that in the event that The Company is informed by any party that your Customer Content infringes the copyright of any party, or violates the right of publicity or privacy of any party, or consists of any other claim or violation of intellectual property rights of any kind, then The Company may, without prior notice to you and its sole and exclusive discretion, remove and/or disable public access to all or part of Customer's Content, and/or terminate this Agreement, without any liability of any kind to The Company from either you or any third party. Customer agrees to indemnify and hold harmless The Company from and against any such claims.

Part 5 – Privacy Policy

This Privacy Policy explains how Agent Black Hosting, LLC collects, uses, discloses, retains, and protects personal data when you visit our websites (including https://www.agentblackhosting.com and https://portal.agentblackhosting.com), create an account, purchase or use our Services, or contact us. It does not cover content that our Customers store or publish using our Services; for that data, our Customer is responsible for privacy compliance and we process the data only on the Customer's behalf. All personal data we process is stored and processed in the United States. Our websites and Services are not directed to individuals in the European Union ("EU") or the European Economic Area ("EEA"), and we do not accept orders from individuals or entities located in any EU member state or other EEA country (see Section 2.J of our Terms of Service).

A) Who We Are: Agent Black Hosting, LLC (referred to as "The Company" throughout this document and website). Our website address is: https://www.agentblackhosting.com. Mailing address: PO Box 1122, Stafford, VA 22554, USA. Privacy contact: privacy@agentblackhosting.com.

B) What Personal Data We Collect And Why We Collect It:

- New Customer Registration: When new customers sign up, we collect personally identifiable information including full name, address, phone number, information about your device (IP address, ISP, whether or not you're using a proxy or VPN service, GEOIP data about your physical location, operating system, web browser version, screen resolution, type of device used such as desktop, laptop, mobile phone, or tablet), email address, and payment transaction IDs from third party payment processors. We use this information to create and administer your account, provide and secure the Services, bill you for services used, prevent fraud and abuse, communicate with you about your account, and comply with legal obligations (for example, tax, accounting, and responding to lawful requests).
- Support Tickets: When you contact us for support or submit a general inquiry to our ticket system, we automatically collect your name, email address, associated services and products, IP address used at the time of submission (only through our web portal), and full email headers (when you respond or open a ticket via email). This information is used to link your accounts between our systems as well as to prevent spam abuse of our support ticket system. Our support tickets also have fields that may be used to collect sensitive information such as access usernames and passwords. These fields are encrypted when stored in our support database and then when the ticket is closed, this information is automatically purged.
- Media and Documents: If you upload images, videos, and documents to the website, you should avoid uploading images with embedded location data (EXIF GPS) included or other files with metadata that may reveal information such as author name, author email, and company.
- Identity Verification: If our fraud-prevention process requires additional verification (see Section 3.C of our Terms of Service), we may collect a copy of a government-issued photo identification and/or a signature. We use these documents solely to verify your identity and prevent fraud, restrict access to authorized staff, and delete them within ninety (90) days after verification is complete unless we need to retain them longer to investigate fraud or comply with law.
- Contact Forms: If you submit information via a contact form, we collect your full name, email address, IP address, and optionally your telephone number. We use this information to contact you regarding our services.

- Cookies: If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year. If you have an account and you log in to this site, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser. When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days to a maximum of 90 days, and screen options cookies last for a year. If you select “Remember Me”, your login will persist for 90 days. If you log out of your account, the login cookies will be removed.
- Embedded Content From Other Websites: Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website. These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that website.
- **Analytics:** We do not use third-party analytics, advertising, or tracking services on our websites, and we do not use cookies for analytics purposes. Like most websites, our web servers and hosting software automatically record standard log information when you visit, such as your IP address, browser type (user agent), the pages or files requested, the referring page, and the date and time of each request. We use these logs to operate and secure our websites and Services, troubleshoot problems, detect and prevent fraud and abuse, and understand general traffic levels. Log data is stored on our own servers, is accessible only to authorized staff, and is not sold or used for advertising; it is disclosed only as described in Section C. We retain logs for up to five years and then delete or overwrite them, unless we need them longer to investigate a security incident or comply with legal obligations. If we begin using an analytics service in the future, we will update this Privacy Policy before doing so.
- Children: Our websites and Services are not directed to children, and you must be at least eighteen (18) years old to open an account. We do not knowingly collect personal data from children under thirteen (13). If we learn that we have collected such data, we will delete it. Contact privacy@agentblackhosting.com if you believe a child has provided us personal data.

C) Who We Share Your Data With: We share your data with our payment processors – Stripe, JPMorgan Chase, Rho, Atlantic Union Bank, and/or their affiliates – in order to process your payments. For all customers, we share all hashed customer data collected during the signup process with our anti-fraud vendors, FraudLabsPro, MaxMind and/or FraudRecord. We utilize FraudRecord to screen new orders for previous fraudulent activity and report existing clients who violate our Terms of Service. In case of a violation of our Terms of Service or Acceptable Use Policy, you may be reported to FraudRecord for misbehavior using one-way hashed information, and chargeback or payment-dispute activity may be reported to MaxMind and FraudRecord (see Sections 3.C and 3.J of our Terms of Service). We may also disclose personal data to: (i) service providers that host, maintain, or support our infrastructure, data center, email, support, and business systems, under contracts that limit their use of the data to providing services to us; (ii) law enforcement, courts, regulators, or other parties when required by law or legal process, or when necessary to protect the rights, property, or safety of The Company, our customers, or others; (iii) the National Center for Missing and Exploited Children, as required by 18 U.S.C. § 2258A; (iv) for domain name services, the registrar of record, registry operators, data escrow providers, and ICANN, as required by ICANN policies and described in our Domain Name Registration

Policy; and (v) a successor entity in connection with a merger, acquisition, financing, or sale of all or part of our business. We do not sell personal data, and we do not process personal data for targeted advertising, as those terms are defined in the Virginia Consumer Data Protection Act.

D) How Long We Retain Your Data: For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information. Customers who retain active status (one or more product or service is being actively used), all data is retained for as long as you are an active user. Former customers who are marked as inactive status (all services canceled, terminated, or expired), all data is retained for two years from the point of account closure. Once the two-year point is reached, all data regarding your account is purged, except for records we must retain longer to comply with tax, accounting, or other legal obligations. For former customers who left with an unpaid balance or whose accounts were closed for violation of our Terms of Service or Acceptable Use Policy, we retain only the information needed to identify the account, collect amounts owed, and prevent re-registration (name, email address, billing address, payment history, and the reason for closure) for up to ten (10) years after closure, after which it is deleted.

E) What Rights You Have Over Your Data: Subject to applicable law, you may request to: (1) confirm whether we process your personal data and access it; (2) correct inaccuracies; (3) delete personal data you provided or that we obtained about you; (4) obtain a copy of your personal data in a portable and readily usable format; and (5) opt out of the processing of your personal data for targeted advertising, sale, or profiling in furtherance of decisions that produce legal or similarly significant effects. Deletion does not include data we are obliged to keep for administrative, legal, or security purposes.

How to submit a request: Email privacy@agentblackhosting.com or open a ticket in the client portal. We will verify your identity using information associated with your account before acting on a request. We will respond within forty-five (45) days of receipt; we may extend this period once by an additional forty-five (45) days when reasonably necessary, and we will tell you if we do. Requests are free of charge up to twice in any twelve-month period. We will not discriminate against you for exercising your rights.

Appeals: If we decline to act on your request, you may appeal by emailing privacy@agentblackhosting.com with the subject line “Privacy Request Appeal” within sixty (60) days of our decision. We will respond in writing within sixty (60) days of receiving your appeal and explain our decision. If your appeal is denied, you may contact the Office of the Attorney General of Virginia, Consumer Protection Section (https://www.oag.state.va.us/consumer-protection) to submit a complaint.

F) Where We Send Your Data: Data regarding the purchases of products and services or payments of invoices will be sent to Stripe, JPMorgan Chase, Rho, and/or Atlantic Union Bank. For all customers, hashed customer data collected during signup is sent to FraudLabsPro, MaxMind, and/or FraudRecord for verification and fraud screening, as described in Section C.

G) Your Contact Information: We collect your contact information. We ask that you keep your contact information up-to-date so that we have a method of contacting you. You may update your contact information at any time through our customer portal.

H) Additional Information:

- How We Protect Your Data: We protect data in transit using TLS 1.2 or higher with, at minimum, 2048-bit RSA keys. Passwords are stored using salted, one-way cryptographic hashing, and

sensitive information such as credentials submitted through support tickets is encrypted at rest. We maintain administrative, technical, and physical safeguards appropriate to the nature of the data we process, including access controls and staff confidentiality obligations. No method of transmission or storage is completely secure, and we cannot guarantee absolute security.

- What Data Breach Procedures We Have In Place: If we discover a breach of security involving your personal information, we will investigate promptly and notify affected individuals without unreasonable delay, with a target of five (5) days after we determine that a breach has occurred, by a non-marketing email and, where appropriate, a notice on https://www.agentblackhosting.com and https://portal.agentblackhosting.com. Where Virginia law applies, we will also notify the Office of the Attorney General of Virginia and, if more than 1,000 Virginia residents are notified at one time, the nationwide consumer reporting agencies, as required by Va. Code § 18.2-186.6. We will comply with the breach-notification laws of other jurisdictions where applicable.
- Questions About Your Privacy And Your Data: You can contact our Data Privacy Officer at privacy@agentblackhosting.com.
- Changes to This Policy: We may update this Privacy Policy from time to time. We will post the updated version with a new “Last Updated” date and, for material changes, notify customers by email before the change takes effect.

Part 6 – Support Policy

This Support Policy forms part of the Agreement. In this Support Policy, “Agent Black” means The Company. Binding response-time commitments and any service credits are set out solely in the Service Level Agreement; the targets in this Support Policy are goals and do not create additional obligations.

Service Support Channels

We will only provide Support Services through our helpdesk, email, or telephone (telephone support is available only where included in Customer’s support level, as described in the Service Level Agreement). We don’t provide our Support Service through any other channel (including, but not limited to Twitter or Teams) at this time. You will need to submit a ticket using the helpdesk or send a direct email in order to take advantage of our Support Service and bear in mind what we do support when submitting your ticket. If we need access credentials to assist you, we will ask you to provide them only through the encrypted fields in our helpdesk. Never send passwords or private keys by plain email or live chat. Our staff will never ask for your account password by unsolicited email or telephone call. Our helpdesk tickets and information you share with us through these helpdesk tickets are confidential. For sensitive information like login credentials or private keys, we offer encrypted fields which store the sensitive information encrypted in our support database and is deleted when the ticket is closed. Only you, users you authorize on your account, and our support team will see your ticket, except as described in our Privacy Policy (for example, where disclosure is required by law). Our knowledgebase contains answers to common questions and may help answer questions you may have. This knowledgebase is relatively generic and may not be directly relevant to your specific query.

Unmanaged Technical Support Boundaries

Agent Black provides technical support for you that encompasses our area of expertise only. Such expertise includes assistance, troubleshooting, and debugging of our control panel interface, servers within our immediate responsibility and any other hosting hardware related issues. However, under no circumstances is Agent Black obligated to help you in the installations of new application modules, templates and/or programming languages, nor in providing assistance for any errors produced by any applications that have been modified by you previously. Work that Agent Black agrees to perform outside these boundaries is charged at the server administration ticket rate stated in the Fee Schedule.

General Information

Our general support hours are 24 hours per day, 7 days per week. Although we strive to respond to all queries within 20 minutes, our actual response times may vary and we may well take longer to respond to more advanced or technical queries. The aforementioned business hours and response time apply to our support department only. Inquiries made to Billing, Sales, Abuse, or any other department will be responded to within 24 hours. The following guidelines are applied to all departments and contact methods:

- inquiries are responded to on a first-come first-serve basis
- inquiries are handled professionally
- inquiry responses are helpful, relevant, and informational

Customer agrees to communicate with all Agent Black staff in a professional and courteous manner. Agent Black’s staff do not tolerate threats of violence, abuse, harassment, threats of litigation or legal



action, or other unprofessional conduct. Customers who wish to assert a legal claim should send notice as described in the Terms of Service (Sections 4.E and 4.P); doing so will not, by itself, be treated as unprofessional conduct. Agent Black's staff reserve the right to terminate contact with any customer who exhibits unprofessional behavior and refer them to management.

Management may in its sole discretion, terminate the customer's services, in accordance with the Terms of Service, in the event the abuse is severe or does not cease after being warned. In other words, treat our staff how you expect our staff to treat you, if you can't, we are happy to refer you elsewhere.

Part 7 – Refunds Policy

This Refunds Policy forms part of the Agreement. At Agent Black Hosting, we strive to provide our customers with exceptional service. New customers are eligible for a full refund of the first payment for one hosting or VPS Service if they request cancellation and a refund within thirty (30) days of purchase. This guarantee is limited to one refund per customer and household and is subject to the exclusions in Section 3.J of our Terms of Service. Excluded items include domain registrations, setup fees, dedicated servers, software licenses, custom work, administrative fees, services and fees listed in the Fee Schedule, and accounts suspended or closed for abuse. If this Policy and Section 3.J of the Terms of Service conflict, the Terms of Service control. This policy is in place to ensure that our customers understand and acknowledge the specifics of the service agreements they enter into.

Outside the 30-day guarantee, refund requests may be considered at our discretion, but these are not guaranteed and are evaluated on a case-by-case basis. We appreciate your understanding and are committed to ensuring the satisfaction and success of our clients within the framework of our policies.

To request a refund, open a billing ticket in the client portal or email billing@agentblackhosting.com. Approved refunds are issued to the original payment method within ten (10) business days. If the original payment method is unavailable, refund shall be issued by a paper check and mailed to the address listed on customer's account. Nothing in this Policy limits any rights you may have under applicable law, including your rights under the Fair Credit Billing Act. Domain name registration, transfer, renewal, and redemption/restore fees are also governed by Section K of our Domain Name Registration Policy.

Part 8 – Zero-Tolerance Spam Policy

The use of services from Agent Black Hosting, LLC ("The Company" or "Agent Black") constitutes agreement to the terms below as well as all other terms of the Agreement, of which this Policy forms part.

Agent Black has a ZERO tolerance spam policy regarding the sending of unsolicited or bulk e-mails. This includes but is not limited to borrowed lists, purchased lists from 3rd party vendors, selling of lists, etc. Any Agent Black user who is caught sending out spam from an Agent Black server will be subject to immediate account termination.

Definition of Spam

Spam is the act of sending unsolicited e-mail or online communications to individuals or businesses who have not agreed to receive your e-mails. Spam is considered Spam whether it is a single e-mail or a bulk mailing sent out to thousands of recipients. Contrary to popular belief, buying a list of email addresses from a third party and emailing them individually or in bulk is also considered Spam.

Lists where a person is required to request e-mail removal via an opt-out request are also considered spam; all bulk and commercial mailing lists must be confirmed opt-in. You are not allowed to hire a company to mail out to a list of people who did not request to receive your information beforehand, therefore it is also considered spam.

Legal Compliance: This Policy is intentionally stricter than federal law. In addition to this Policy, all commercial email sent from our network must comply with the CAN-SPAM Act (15 U.S.C. § 7701 et seq.; 16 C.F.R. Part 316), including accurate header and "From" information, non-deceptive subject lines, a valid physical postal address, a clear and functioning unsubscribe mechanism, and honoring opt-out requests within ten (10) business days. Customers must also comply with the Virginia Computer Crimes Act (including Va. Code § 18.2-152.3:1, transmission of unsolicited commercial electronic mail (spam)), the Telephone Consumer Protection Act (47 U.S.C. § 227) for text messages, and any other laws that apply to Customer's messages and recipients. Customers sending bulk email must keep records of each recipient's consent and provide them to The Company on request.

Examples of Spam

- Any e-mail correspondence sent to a recipient who had previously subscribed to receive e-mails but later opted-out by indicating to the sender that they did not want to receive additional e-mail.
- Any Email that contains any false or misleading information.
- Any e-mail correspondence sent to Email addresses that have been harvested from websites and sent out in bulk.
- Any e-mail correspondence sent out which does not provide an option to unsubscribe from future mailings.

As the owner of your e-mail lists you are fully responsible for the behavior of 3rd party vendors which you hire or solicit to perform your company mailings. Any violation by a third party will be considered a violation by you and will be subject to your account being terminated.

Additionally, we may suspend or terminate any account that causes our IP addresses to be blocklisted, whether intentional or not, in accordance with Section 2.G of the Terms of Service. We also reserve the



right to require changes, disable or terminate any site that does not comply with our spam policies. We also reserve the right to charge any account holder the blocklist remediation fee (plus reasonable delisting costs) and the Administration Fee stated in the Fee Schedule (see Sections 2.F and 3.G of the Terms of Service).

Changes to this Policy

Agent Black may change this Policy in accordance with Section 4.D of the Terms of Service.

Part 9 – Domain Name Registration Policy

This Domain Name Registration Policy (the "Policy") forms part of the Agreement (in this Policy, "we," "us," and "our" mean The Company) and applies to all domain name registrations, transfers, renewals, and related services obtained through The Company. Capitalized terms not defined here have the meanings given in the Terms of Service. ICANN policies and registry-specific rules apply in addition to this Policy. The Company provides domain services as a reseller of an ICANN-accredited registrar; the registrar of record for your domain is shown in its public registration data (RDAP) and in the client portal, and your registration is also subject to that registrar's registration agreement. ICANN's Registrants' Benefits and Responsibilities and Registrant Educational Information describe your rights as a domain registrant.

A) Ownership and Registrant of Record. Domains registered or transferred via The Company are registered in the Customer's name as the Registrant of Record. Domains registered "on behalf of" the Customer, including promotional or "free domain" offers, are owned by the Customer, not The Company. Unless otherwise instructed, The Company may be listed as the technical or administrative contact for provisioning purposes, but such listing does not grant The Company any ownership interest.

B) Contact Data and Registration Data Accuracy. Customer must provide accurate, current, and complete Registrant, Administrative, Technical, and Billing contact data and keep it up to date. Customer authorizes The Company to transmit required data to the registrar of record, registry operators, data escrow providers, and ICANN as required by the ICANN Registrar Accreditation Agreement (RAA), ICANN's Registration Data Policy, and applicable law. You may be required to verify your email address or other contact details; failure to complete verification within the required period may result in suspension of the domain. Failure to provide or verify accurate data may result in suspension, transfer lock, or cancellation.

C) New Registration and Post-Transfer 60-Day Lock. Newly registered domains and domains that have completed an inter-registrar transfer are subject to a transfer lock under ICANN's Transfer Policy as in effect at the time (currently sixty (60) days; ICANN has approved changes to this policy, and The Company will apply the revised lock periods once they take effect). During this period, the domain cannot be transferred to a different registrar. Certain ccTLDs or registry rules may vary.

D) Change of Registrant and 60-Day Lock. Changing the Registrant name, organization, or email (a "Change of Registrant") may trigger an additional sixty (60) day inter-registrar transfer lock under ICANN's Transfer Policy as currently in effect. By default, The Company enforces this lock to protect registrants from hijacking. If permitted by the registrar and registry for the TLD, Customer may request an opt-out of the 60-day lock *before* the Change of Registrant action by opening a support ticket; approval is not guaranteed and depends on TLD policy.

E) Transfers Away. Customer may transfer a domain to another registrar subject to (i) resolution of any holds or disputes; (ii) removal of registrar lock; (iii) availability of an EPP/Auth Code; (iv) disabling of privacy/proxy where required; and (v) satisfaction of ICANN and registry eligibility requirements (including lock periods described above). All fees charged by the gaining registrar, registry, or third parties are the Customer's responsibility. Promotional or "free" domains may be transferred away at the Customer's expense; any refund requests for bundled services are subject to the Refunds Policy.

F) Renewals, Expiration, and Redemption. Domains may auto-renew if enabled in the client portal and a valid payment method is on file. Renewal reminders are sent by email to the account contact address approximately one month and one week before expiration, and again within five (5) days after



expiration if the domain has not been renewed. Current renewal and redemption/restore fees are shown in the client portal and at checkout, as referenced in the Fee Schedule. If a domain expires, it may enter a grace period (typically up to 30 days) during which it may be renewed at the standard renewal fee. After grace, many TLDs enter Redemption/Restore (typically 30–45 days) with additional registry redemption fees. Timelines and fees vary by TLD and registry. Once a domain is deleted and released by the registry, it may be registered by others and cannot be recovered by The Company.

G) Nameservers, DNS, and Zone Management. Customer may update nameservers via the client portal, subject to registry propagation delays. If DNS hosting is provided by The Company, Customer is responsible for the accuracy of zone records. The Company is not liable for misconfiguration by the Customer or third parties.

H) Privacy/Proxy Services. Where available, registration-data privacy/proxy services are optional and may be provided by a third-party provider subject to its terms. Privacy may need to be disabled to process certain transfers. The Company may disclose underlying registrant data to competent authorities or as required by law.

I) Disputes; UDRP/URS. Domain disputes are governed by the ICANN Uniform Domain-Name Dispute-Resolution Policy (UDRP) and, for certain TLDs, the Uniform Rapid Suspension System (URS). The Company will comply with applicable orders, locks, and transfers required under these policies and by competent authorities.

J) Prohibited Uses. Domains must not be used for illegal activity, malware, phishing, spam, or other abuse. The Acceptable Use Policy applies to all domain-related services. Registries may impose additional restrictions (e.g., residency or usage requirements for certain TLDs).

K) Fees and Refunds. Unless otherwise stated by law or registry rule, domain registration, transfer, renewal, premium domain, and redemption/restore fees are non-refundable once processed. See the Refunds Policy and Section 3.J of the Terms of Service for service-level refund terms; in the event of conflict, registry/ICANN rules prevail for domain transactions.

L) Changes; Precedence. We may update this Policy in accordance with Section 4.D of the Terms of Service. The version posted at the time of your transaction governs that transaction. In case of conflict, the order of precedence is: (1) registry rules for the TLD; (2) ICANN policies; (3) a signed order/quote; (4) the Terms of Service; (5) this Policy.

Schedule A – Fee Schedule

The following fees apply in the circumstances described in this Agreement. Prices for products, add-ons, software licenses, and third-party services are listed in our billing system and on our website. All amounts are in U.S. Dollars, plus any applicable taxes. Section references are to the Terms of Service (Part 1) unless another Part is named. If this Fee Schedule conflicts with the Terms of Service, the Terms of Service control (Section 4.H).

Fee	Amount	Notes
One-time fees		
IP address change	$25.00 per IP address	Waived for blocklisted IPs reported within 24 hours of the order, or where a technical issue prevents use of the assigned IP. See Section 2.F.
Server administration ticket	$25.00 per ticket	For work outside the Unmanaged Technical Support Boundaries described in the Support Policy (Part 6). See Section 3.B.
Data center remote hands	$30.00 per 30 minutes	Colocation remote hands are as stated in the colocation order.
Backup restoration	$0.00 for self-service shared hosting restores; $25.00 per restore otherwise	Waived where restores are included in a backup plan.
Backup retrieval	$25.00 per backup retrieved, if available	Does not apply to self-service shared hosting backups.
Setup fees	As stated at checkout or in the custom quote	Non-refundable. See Section 3.J.
Overages		
Disk space overage	$0.50 per GB over quota	Billed monthly for each month the overage occurs. See Section 2.E.
Bandwidth overage	$0.05 per GB over quota	VPS, dedicated server, and colocation bandwidth is measured from the first to the last day of the month; all other Services are measured over the billing cycle. See Section 2.D.
Administrative fees		
Administration fee	$25.00 per event	Applies to the events listed in Section 3.G, including returned payments, collections referrals, and disputes or chargebacks resolved in The Company's favor.
IP blocklist remediation	$50.00 per IP address listed	Plus reasonable delisting costs and one Administration Fee per blocklisting event, where caused by Customer. See Section 2.F.

Fee	Amount	Notes
VPS and dedicated server reconnect	$30.00 per reconnect	When a VPS or dedicated server is suspended for non-payment or policy violation. See Section 3.H.
Shared hosting reinstatement	$10.00 per reinstatement	When a shared hosting Service suspended for non-payment or policy violation is reinstated. See Section 3.H.
Reinstatement after payment dispute	$10.00 per reinstatement	When a Service is reinstated after a payment dispute is resolved. See Section 3.D.
Collection referral fee	$30.00	When an account is referred to a collection agency. Must be paid in full before the account is reactivated. Customer also pays all costs of collection, including reasonable attorneys' fees and costs. See Section 3.K.
Chargeback losses and fees	Resulting losses and charge-back fees	When a payment dispute is resolved in The Company's favor, in addition to the Administration Fee. See Section 3.D.
Late fee	10% of the invoice or $10.00, whichever is greater, or, if less, the maximum amount permitted by law	Charged if payment is not received in full by 1:00 AM Eastern Time on the fourth day after the due date (three-day grace period). See Section 3.M.
Other charges		
Domain name registration, transfer, renewal, premium domain, and redemption/restore fees	As shown in the client portal and at checkout	Vary by TLD and registry. Non-refundable once processed. See Part 9, Sections F and K.
Currency conversion	Paid by Customer	International Customers bear currency fluctuations and any fees or taxes for conversion into U.S. Dollars. See Section 3.L.
Taxes	As imposed by law	See Section 4.O.

General terms

- Setup fees, administrative fees, and Services performed that are listed on this Fee Schedule are non-refundable (Section 3.J).
- If Customer's plan was purchased at a promotional or discounted price, that discount is voided if Customer requests any of the Services listed in this Fee Schedule (Section 3.B).
- The Company may change this Fee Schedule by posting the updated version on its website and emailing notice to Customer at least thirty (30) days before the change takes effect. Changes do not apply to Services already performed or to fees already paid for the current billing term (Section 3.B).

© 2026 Agent Black Hosting, LLC. All rights reserved.