

In order to provide its Resellers quality services, **GROUPE-ACCES communications**, here defined as "GAC", requires that all Resellers adhere to the guidelines, policies, terms and conditions as described here in. GAC reserves the right to change, amend or modify these guidelines, from time to time, without any prior notice to the Reseller. By establishing an account and becoming a GAC Reseller you hereby acknowledge that you have read, understood and agreed to adhere to this Terms and Conditions. In addition, you also recognize that failure to comply with these regulations may result in the termination of your account and services at any time with or without notice. Your use and/or continued use of the services and maintenance of your account shall be deemed an acceptance of this Terms and Conditions and any modification that may be amended thereafter.

In an industry that provides and promotes free dissemination of information, GAC must take the necessary precautions and reserves the right to take certain preventive or corrective actions in order to protect its own rights and the rights of its Resellers. GAC cannot and does not monitor, verify, censor, or warrant for the accuracy or quality of information that is transmitted or disseminated by its Resellers when using its Services. As such, it is the responsibility of each Reseller to exercise its best judgment in relying on the information obtained via the Internet or the information that it transmits to others via the Internet. Recognizing that much of the information may contain sexually explicit or offensive material, GAC disclaims any liability for injury to its Resellers or other third parties that results from inaccurate, unsuitable, offensive or illegal Internet communications. It is for these reasons that GAC has set forth these guidelines and restrictive policies for its Reseller to adhere to.

1. Acceptable and Restricted Use of Services

All services provided by GAC shall be used by the Reseller for lawful purposes and in compliance with all applicable laws. Since GAC is not a content provider and does not monitor the content being transmitted, posted or stored by the Reseller and their customers, it's the Reseller's responsibility to determine what laws or regulations are applicable to its use of the Services and Products provided. Reseller is strictly prohibited from storing, posting, transmitting, re-transmitting or distributing material on or through any of the Services or Products which in the sole discretion of GAC (i) is in violation of any local, state, federal or international law or regulation, (ii) threatening, obscene, indecent, defamatory or that other-wise could adversely affect any individual, group or entity (collectively, "Persons") (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Reseller (iv) that is a direct or indirect threatens physical harm, (v) that displays any kind of pornographic material , (vi) information that is determined to be harassing in nature, (vi) material and programs that contain viruses or Trojans or tools to compromise the security of others, (vii) deceptive on-line marketing practices, or (viii) actions that restrict or inhibit any persons, whether a Reseller of GAC or otherwise, in its use or enjoyment of GAC's Services or Products.

Pornography and sex-related merchandising are prohibited on all servers. This includes sites that may infer sexual content. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet.

2. Network and Systems Security

Reseller shall not utilize any of GAC's Services to compromise the security or tamper with GAC's system, network or accounts on any of GAC's computers, routers, terminal servers, or other equipment that is located at GAC's site. Reseller shall be specifically prohibited, without limitation, of the following:

- (i) Introduction of malicious programs into the network;
- (ii) Effecting security breaches or disruptions of Internet communication. Security breaches include, but are not limited to, accessing data of which the Reseller is not an intended recipient or logging into a server or account that the Reseller is not expressly authorized to access. For purposes of this section "disruption" includes, but is not limited to, port scans, flood pings, packet spoofing and forged routing information.
- (iii) Executing any form of network monitoring which will intercept data not intended for the Reseller's server
- (iv) Circumventing user authentication or security of any host, network or account
- (v) Interfering with or denying service to any user other than the Reseller's host (for example, denial of service attack).
- (vi) Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable, a user's terminal session, via any means, locally or via the Internet
- (vii) Creating an "active" full time connection on a Company-provided dial-up account for Internet access by using artificial means involving software, programming or any other method
- (viii) Utilizing a Company-provided dial-up account for purposes for Internet access other than facilitating connectivity to the Services and Products provided by the Company. This includes copying or creating files utilizing more than 5MB of disk space on the dial-up account servers
- (ix) Failing to comply with the Company's procedure relating to the activities of Resellers on the Company's premises

3. Penalties

Any and all restrictive activities are subject to immediate termination of Reseller's account. Reseller may also be subject to any and all criminal and civil penalties available under the law. Accounts that have been terminated as a result of abuse or violation of the Terms and Conditions shall not be re-opened and Reseller shall not be reimbursed for any fees that may have been paid whose services had been suspended or terminated for reasons stated herein. In case of such suspension, GAC has the right to obtain the clients of the reseller and provide services to them directly.

4. Indemnification

Resellers agree to indemnify, waive and hold GAC, its officers, directors, shareholders, employees, agents, subsidiaries and affiliates harmless from any and all claims and expenses related to the Reseller's violation of this AUP [Acceptable Use Policy], including any abusive or unlawful behavior on the part of the Reseller or anyone using the Reseller's account or the infringement of any intellectual property or privacy rights of any person or entity. This shall mean that Resellers can not sue or recover damages whatsoever from GAC as a result of GAC's decision to remove material from its servers, warn you, suspend or terminate Reseller's account or take any other action during the investigation of a suspended violation or as a result of GAC's conclusion that violation has occurred.

5. Bandwidth & Utilization

GAC's "storage" offer is to provide the Resellers with storage space and bandwidth for active Web pages and cannot be used as a "storage space" for electronic files. An example of sites that fall under "electronic storage" are large archives of images, compressed files, movies, or sound files. All HTML pages MUST be linked to files (HTML, .jpg, .gif, etc.) stored on Company's server and vice versa.

The storage and distribution of MP3 format files via the GAC's network is prohibited.

GAC does not permit sites where 30% or more of the monthly traffic is from file downloads. In fairness to other virtual server users, exceptionally busy sites exceeding the above stated limit, must be either moved to a co-located server or just removed from the accessreseller.com servers.

5. Restricted Use of Mail

The following mail practices are strictly prohibited:

- (i) Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous Resellers of the Reseller or with whom the Reseller does not have an existing business relationship ("E-mail Spam").
- (ii) Harassment, whether through language, frequency or size of messages.
- (iii) Unauthorized use, or forging, of mail header information
- (iv) Solicitations of mail for any other E-mail address other than that of the poster's account or service with the intent to harass or to collect replies
- (v) Creating or forwarding "chain letters" or other "pyramid schemes" of any type.
- (vi) Use of unsolicited E-mail originating from within GAC's network or networks of other Internet Service Providers on behalf of, or to advertise, any service hosted by GAC, or connected via GAC's network.

5. Hosting Anti-virus

Our anti-virus protection is not 100 % guaranteed. In an event that a virus is received through our servers please follow the preventive measures stated below:

1. Download or purchase anti-virus software.
2. Do not open any attachments unless you were expecting them and they are from a trusted source.
3. Be very wary of any attachment whose file extension indicates it is a type of program. Files ending with extensions of .exe, .pif, .vbs should be treated as viruses unless you are absolutely sure you know what the file it is and who it is from. Image files such as .gif or .jpg are usually safe to open as they are not programs however, be wary of trojan viruses who disguise themselves as harmless files eg: filename.gif.pif here the file is a .pif virus but it pretends to be a .gif image file.
4. If you receive a suspicious e-mail attachment or if you are unsure as to why you have been sent the attachment, e-mail the sender with a new e-mail (do not reply to the original suspect e-mail) asking them to confirm that they've meant to send you the attachment. If they have contracted the virus they may not even know that they have sent it on to you.
5. Delete any suspect e-mails from your inbox and then make sure you delete them from your Trash or Deleted Items folder to totally remove them from your system.

6. Disclaimers

GAC to the fullest extent permitted by law, disclaims all warranties, including warranty of merchantability, fitness for a particular purpose and non-infringement of third party rights. GAC makes no warranties about the accuracy, reliability, completeness, or timeliness of the material, services, graphics, and/or links. Neither GAC or its directors, employees, licensors, content providers, affiliates or other representatives will be liable for any damages whatsoever, including without limitation any direct, indirect, incidental, consequential, special and exemplary damages, arising from the use or performance of this web site or from any information, services or products represented or provided through this web site, even if GAC has been advised of these damages. This document and all other documents and information that are or may be published from time to time on this web site could include technical inaccuracies or typographical errors. Changes are made periodically to the information contained herein. GAC. May make improvements and/or changes in the documents, services, products and or the programs described herein at any time.

7. Intellectual Property Rights

Reseller acknowledges and agrees that any and all copyrights, trademarks, service marks, patents, trade secrets and other proprietary rights and laws protect all content and materials made available on the GAC web site(s). Nothing contained on the GAC web site(s) shall be interpreted or implied in such a way as conferring any license or right to any intellectual property rights or license to any intellectual property, content,

technology, system, process or related material belonging to GAC by virtue of being displayed or made accessible on any GAC web site. Except as expressly authorized by GAC, Reseller agrees not to use this site or the Services in any manner that would infringe, violate, dilute or misappropriate any such rights with respect to any material which Reseller accesses through this web site or the use of Services. The GAC. name, GAC logo, other related names, designs marks, product names or related logos are trademarks of GAC, Inc. and may only be used with expressed written permission of GAC. GAC claims copyright right interests in all original content or works provided by GAC on its web site(s). If any pages, information or content is copied it may only be copied for non-commercial uses and GAC shall in any event retain all copyright and other proprietary interests therein. If Reseller shall use a domain name in connection with the GAC Services, Reseller shall not use that domain name in violation of any trademark, service mark or similar rights of any third party.

All policies stated herein are subject to change at GAC's sole discretion. Reseller shall be responsible for adhering to any new policies implemented by GAC. GAC reserves the right to notify Reseller, from time to time, or otherwise post the changes, modifications or additions to the Policy, Terms and Conditions, and all other agreement(s) and/or contract(s) on the GAC's web site.

8. Privacy Policy

GAC is committed to serving its Resellers. One of the ways in which GAC assures its Resellers with quality service is through safeguarding the privacy of each individual that visits our website or becomes one of our Resellers. This policy sets for the manner in which GAC gathers, processes, stores and organizes the information provided by our users as they visit our website. Being in an evolving technological environment, we must all understand that with technology there is change and as such GAC will use its best efforts to afford its Resellers and users the newest developments in privacy protection. Like all of our standards, this policy too may change from time to time so we ask that you review these policies each time you visit our website.

No matter what type of information that is provided through the GAC website, GAC will protect the confidentiality of its Reseller's information, account information and personal information to the fullest extent possible. However, please note that information, irrespective of type, once disclosed to a public arena (such as chat rooms or third party sites) can not be guaranteed by the protection of GAC.

9. Personally Identifiable Information

This type of information which normally consists of names, addresses, email addresses, credit card numbers, orders or request for services, will only be used in order to complete your request and provide you with the services. Unless otherwise instructed by you, GAC may often use this information for promotional purposes, advising you of new services and products, and improving upon the services we provide to our Resellers. All of your credit card and purchasing information is highly secured through commercially acceptable web based security and encryption protocols. However, please note that

certain personal and voluntary information, which you provide on other websites, such as feedback or opinions, may be deemed non-confidential and un-protected by GAC from disclosure.

10. General Information

This refers to the generic information gathered and stored by GAC automatically while users are browsing through our website. This information is not personal in nature. It simply provides us with the user's Internet provider, web site reference, and date and frequency of usage. Such information is useful for us in generating statistical information, in measuring website activity, and a means in which we can improve upon our services.

11. Children's Policy

Children under the age of 18 are prohibiting from using our services without the consent of a parent or guardian. However, it must be noted that GAC has no way of knowing if a visitor or Reseller is actually under the age of 18. Therefore, it's entirely possible that we may collect, use and disclose information about users under the age of 18. We encourage parents to monitor their child's use of the Internet and advise those users under the age of 18 to obtain parental or guardian consent before disclosing any information.

12. Exceptions

GAC will not disclose any personal information of its Reseller unless there is reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone which may be causing harm or interfering with the rights or property of GAC, GAC's Resellers, or others, or where GAC has good faith belief that the law requires such disclosure. In addition, GAC will not disclose or monitor any content (personal or private electronic communications transmitted to GAC) unless it is (i) necessary to provide service to the Reseller; (ii) to protect the interest of GAC; (iii) required to cooperate with orders, warrants, subpoenas, or other legal process that GAC determines in its sole discretion to be valid and enforceable and (iv) necessary to provide to law enforcement agency when the contents are inadvertently obtained by GAC and appear to pertain to the commission of a crime.

By using this site, you agree not to write or post any fraudulent or illegal messages as part of any e-mail, forum, chat, or other GAC-related electronic communications medium. You also acknowledge that you are solely responsible for the information and electronic communications content that you create. GAC disclaims any intention to censor, edit or engage in ongoing review or surveillance of communications stored on or transmitted through its facilities by Resellers or others. GAC will, however, receive, delete or block access to communications that may be harmful to GAC, its Reseller or third parties. The grounds upon which GAC may take such action may include, without limitation, actual or potential violations of GAC's Terms and Conditions.

In the event of a sale or transfer of the assets or interest of GAC, GAC reserves the right to sell or transfer your information (personal or generic) to a third party, without your consent, that provides the same or similar services as GAC, agrees to be GAC's successor in interest with regard to the protection of the information collected and maintained by GAC, and agrees to be bound by this privacy policy.

13. 30-day money-back

GAC offers a 30-day money-back guarantee on its online data storage, virtual Web hosting and e-commerce services. If you have any concerns regarding your account, we encourage you to contact a ClientCare representative. However, if you are still in anyway unsatisfied with one of our products, please contact us within 30 days after the initial purchase for a refund. You can contact us by calling 1-866-530-7777 or 514-362-1177 between 8:45 A.M. to 5:15 P.M. EST. Cancellations are effective within 24 hours.

Please note that the money-back guarantee applies to the monthly fee associated with your account. It does not apply to the set-up fee, domain registration fees or any charges associated with the purchase of supplemental services.