

Privacy Policy

Miller Enterprises Design, Inc. demonstrates its commitment to our customers' privacy by providing this statement. We will do everything in our power to ensure your right to privacy. We are committed to developing long lasting relationships that are built on trust.

Miller Enterprises Design, Inc. Will Not Sell Your Personal Information

Miller Enterprises Design, Inc. keeps all your information confidential.

Policy Changes

Miller Enterprises Design, Inc. is dedicated to providing the best web hosting service possible to every one of our clients. We are also dedicated to staying on top of available technology.

While Miller Enterprises Design, Inc. will provide our clients with reasonable notification, Miller Enterprises Design, Inc. reserves the right to change its policy at any time to meet the needs of our customers, changing laws and new technology.

Usage Policy

This is Miller Enterprises Design, Inc. Usage Policy, which supplements the service agreement of each user of Miller Enterprises Design, Inc.' services (each, a "Subscriber"). Every Subscriber is subject to this Usage Policy, and by virtue of using Miller Enterprises Design, Inc.' services, network, and/or systems (collectively the "Services") agrees to be bound by this Usage Policy. Miller Enterprises Design, Inc. will revise this Usage Policy from time to time. A Subscriber's use of the Services after revisions to the Usage Policy are posted on Miller Enterprises Design, Inc.' website at www.millerenterprise.us, will constitute such person's acceptance of any changes or additions to the Usage Policy

Subscribers violate this Usage Policy when they (or their affiliates or customers) engage in the following prohibited activities.

Violations of Intellectual Property Rights

Any violation of any person's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. Miller Enterprises Design, Inc. is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (see "Copyright Infringement Notice Information" below). The subscriber is responsible and liable for the content they store or display on-line and it is the subscriber's responsibility to insure that they have a legal right to use, display, or disseminate this information.

Spamming

Spamming, whether or not it overloads the Services or disrupts service to Miller Enterprises Design, Inc.' Subscribers, is prohibited. The term "spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial message over the Internet or maintaining an open SMTP policy. Miller Enterprises Design, Inc. reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were from an opt-in email list.

Misrepresentation of Transmission Information

Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.

Viruses and Other Destructive Activities

Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for ping, flooding or mailbombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.

Hacking

"Hacking" and related activities is prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.

Export Control Violations

The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited.

Child Pornography

The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Miller Enterprises Design, Inc. is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services

Other Illegal Activities

The use of the Services to engage in any activities that are determined by Miller Enterprises Design, Inc., in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable on-line privacy laws. Miller Enterprises Design, Inc. will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

Obscene, Defamatory, Abusive or Threatening Language

Use of the Services determined by Miller Enterprises Design, Inc., in its sole and absolute discretion, to store, post, transmit, display or

otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.

Other Activities

Engaging in any activity that, in Miller Enterprises Design, Inc.' sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, Miller Enterprises Design, Inc.' business, operations, reputation, goodwill, customers and/or customer relations, or the ability of Miller Enterprises Design, Inc.' customers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate this Usage Policy. In addition, the failure by a Subscriber to cooperate with Miller Enterprises Design, Inc. in correcting or preventing violations of this Usage Policy by, or that result from the activity of, a customer of the Subscriber is a violation of this Usage Policy.

In general, Miller Enterprises Design, Inc. does not monitor its customers' websites or activities to determine whether they are in compliance with this Usage Policy. However, when Miller Enterprises Design, Inc. becomes aware of any violation of this Usage Policy or its User Agreement, Miller Enterprises Design, Inc. may take any action to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet, and/or removing information. In addition, Miller Enterprises Design, Inc. may take action against a Subscriber or a customer of such Subscriber because of the activities of such customer. Miller Enterprises Design, Inc. reserves the right to take any such action even though such action may affect other customers of the Subscriber.

Miller Enterprises Design, Inc. may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request, to protect Miller Enterprises Design, Inc. or others from harm, and/or to ensure the proper operation of the Services. Miller Enterprises Design, Inc. has no obligation to notify any person, including the Subscriber about whom information is sought, that Miller Enterprises Design, Inc. has provided the information.

Copyright Notice Infringement Information

In accordance with the Digital Millennium Copyright Act, Miller Enterprises Design, Inc. has adopted a policy that provides for termination of websites hosted by Miller Enterprises Design, Inc. that are found to infringe on copyrights of third parties. If a copyright holder believes that there has been a violation of his or her copyright on a website that is hosted by Miller Enterprises Design, Inc. or its subsidiaries, and the copyright holder wants Miller Enterprises Design, Inc. to remove the website or disable the material in question, Miller Enterprises Design, Inc. will remove the website or disable the material if the copyright holder provides us with all of the following information:

1. A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Identification of the copyrighted work that is claimed is being infringed, or, in the case of claimed infringement of multiple copyrighted works, a representative list of such works.
2. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonably sufficient to permit us to locate the material.
3. A statement that the person giving the notification 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.
4. A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

User Agreement

This User Agreement ("Agreement") is an agreement between Miller Enterprises Design, Inc., and the party set forth in the related Contract Form incorporated herein by reference (together with any subsequent Contract Forms submitted by Customer, the "Contract Form"), and applies to the purchase of all services (collectively, the "Services") ordered by Customer on the Contract Form. Such party is referred to in this Agreement as "Customer" or "you". PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS FORM, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING MILLER ENTERPRISES DESIGN, INC.' USAGE POLICY. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. Miller Enterprises Design, Inc. reserves the right to reject this Agreement for any reason or no reason, prior to acceptance thereof by Miller Enterprises Design, Inc.. Activation of the Services shall indicate Miller Enterprises Design, Inc.' acceptance of this Agreement. Subject to the terms and conditions of this Agreement, Miller Enterprises Design, Inc. will provide to Customer the Services selected by Customer set forth on the Contract Form.

1. Usage Policy.

Under this Agreement, Customer shall comply with Miller Enterprises Design, Inc.' then current "Usage Policy", as amended, modified or updated from time to time by Miller Enterprises Design, Inc., which currently can be viewed at <http://www.millerenterprise.us/terms.htm>, and which is incorporated in this Agreement by reference. Customer hereby acknowledges that it has reviewed the Usage Policy and that the terms of the Usage Policy are incorporated herein by reference. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern. Miller Enterprises Design, Inc. does not intend to systematically monitor the content which is submitted to, stored on or distributed or disseminated by Customer via the Service (the "Customer Content"). Customer Content includes content of Customer's customers and/or users of Customer's website. Accordingly, under this Agreement, you will be responsible for your customers content and activities on your website and Miller Enterprises Design, Inc. will in no way be responsible for the content contained on the website regardless of who posted the information. The customer assumes all liability for the information on the website. Notwithstanding anything to the contrary contained in this Agreement, Miller Enterprises Design, Inc. may immediately take corrective action, including removal of all or a portion of the Customer Content, disconnection or discontinuance of any and all Services, or termination of this Agreement in the event of notice of possible violation by Customer of the Usage Policy. In the event Miller Enterprises Design, Inc. takes corrective action due to a violation of the Usage Policy, Miller Enterprises Design, Inc. shall not refund to Customer any fees paid in advance of such corrective action. Customer hereby agrees that Miller Enterprises Design, Inc. shall have no liability to Customer or any of Customer's customers due to any corrective action that Miller Enterprises Design, Inc. may take (including, without limitation, disconnection of Services).

2. Amendment.

Miller Enterprises Design, Inc. may amend, modify or update this Agreement or the Usage Policy at any time in its sole discretion, and Customer shall be bound by any such amendment, modification or update. Miller Enterprises Design, Inc. may, but is under no obligation to, provide notice of any amendment, modification or update of this Agreement or the Usage Policy. Any modification is effective on the earlier of two days after posting on Miller Enterprises Design, Inc.' website or two days after the sending of a notice by Miller Enterprises Design, Inc. to Customer by e-mail or conventional mail. If any material modification to this Agreement or the Usage Policy is unacceptable to you, you may terminate your subscription as provided in Section 3.

However, if you do not terminate the Agreement, or if you continue to use the Services following effectiveness of the modification, your continued use will mean that you have accepted that modification. Miller Enterprises Design, Inc. reserves the right to amend its service offerings and add, delete, suspend or modify the terms and conditions of the Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

3. Term; Termination; Cancellation Policy.

The initial term of this Agreement shall be as set forth in the Contract Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to Customer. After the Initial Term, this Agreement shall automatically renew for successive terms of equal length as the Initial Term, unless terminated or cancelled by either party as provided in this section. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term".

This Agreement may be terminated (i) by either party by giving the other party 30 days prior written notice (subject to an early cancellation fee as provided below), (ii) by Miller Enterprises Design, Inc. in the event of nonpayment by Customer, (iii) by Miller Enterprises Design, Inc., at any time, without notice, if, in Miller Enterprises Design, Inc.' judgment, Customer is in violation of any term or condition of the Usage Policy or Customer's use of the Service disrupts or, in Miller Enterprises Design, Inc.' judgment, could disrupt, Miller Enterprises Design, Inc.' business operations and (iv) by Miller Enterprises Design, Inc. in accordance with Sections 1, 9, and 10 of this Agreement.

If you cancel this Agreement prior to the end of the Term, (i) you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term (other than basic hosting fees as provided in (ii) above) and (iii) Miller Enterprises Design, Inc. shall have the right to charge you an early cancellation fee of \$25.00. Any cancellation request shall be effective 30 days after receipt by Miller Enterprises Design, Inc., unless a later date is specified in such request.

If Miller Enterprises Design, Inc. cancels this Agreement prior to the end of the Term, Miller Enterprises Design, Inc. shall not refund to you any fees paid in advance of such cancellation and (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation, (ii) you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term and (iii) Miller Enterprises Design, Inc. shall have the right to charge you an early cancellation fee of \$25.00.

4. Billing and Payment.

All fees for the Services shall be in accordance with Miller Enterprises Design, Inc.' fee schedule then in effect, the terms of which are incorporated herein by reference, and shall be due at the times provided therein. A \$15.00 late fee will apply to accounts past due more than ten (10) calendar days from the due date. Miller Enterprises Design, Inc. may, with 30 days notice to Customer, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period. Miller Enterprises Design, Inc. may impose a debt service charge equal to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be required by law) for each month or fraction thereof the overdue amount remains unpaid. In addition, in the event that any amount due Miller Enterprises Design, Inc. remains unpaid twenty (20) days after such payment is due, Miller Enterprises Design, Inc., in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services. There will be a \$50.00 charge to reinstate accounts that have been suspended or terminated. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Miller Enterprises Design, Inc.) shall be paid by Customer.

Returned checks will be assessed a \$30.00 charge. Wire transfers will be assessed a \$30.00 charge.

5. Special Provisions Applicable to Resellers.

Miller Enterprises Design, Inc. from time to time may offer reseller programs which will permit Customers to resell certain of Miller Enterprises Design, Inc.' products and services, and be eligible for certain discounts, services and other promotions. A Customer that participates in a reseller program is referred to herein as a "Reseller". To be eligible to participate in a reseller program, the Reseller may be required to meet certain requirements as provided in such reseller program. If you are a Reseller, the terms and conditions in this section (in addition to any terms or conditions contained in the reseller program) are applicable to you.

As a Reseller, you are Miller Enterprises Design, Inc.' Customer. A Reseller shall be deemed, and is the "Customer" for all purposes under this Agreement and the Usage Policy. When you resell the Services, the purchaser of those resold services becomes your customer (a "Reseller Customer"). A Reseller Customer is not a Customer of Miller Enterprises Design, Inc., and Miller Enterprises Design, Inc. will not support any Reseller Customer. Reseller shall take all necessary measures to preclude Miller Enterprises Design, Inc. from being made a party to any agreement with any Reseller Customer. As a Reseller, you are authorized to resell the Services identified in the applicable reseller program on a non-exclusive basis. Miller Enterprises Design, Inc. reserves the right to market and sell its products and services through its own employees, other resellers and other representatives and retailers that may compete with you. The terms and conditions of such other relationships may differ from the terms of this Agreement and the reseller program, and may be better. Reseller shall be responsible for billing, and collecting payments from, Reseller Customers. Reseller shall not withhold payments to Miller Enterprises Design, Inc. under this Agreement because of a failure of a Reseller Customer to make payments to Reseller. Reseller may set the prices to be paid to it by Reseller Customers for any of the resold Services. Reseller shall provide all support (including, without limitation, customer support, first level support, second level support, and other technical support) for Reseller Customers. Reseller shall pay all sales, use, transfer, privilege, excise or other taxes and all duties, whether international, state or local, however designated, which are levied or imposed on Miller Enterprises Design, Inc. and Reseller under this Agreement and any and all transactions between Reseller and Reseller Customers. Reseller shall not resell the Services under Miller Enterprises Design, Inc.' brand name. Reseller shall be solely responsible for compliance with any regulations governing the export of the Services (or any portion thereof). Nothing in this Agreement constitutes a license to Reseller to use or resell the Marks (as defined below).

6. Miller Enterprises Design, Inc. as Reseller or Licensor.

Miller Enterprises Design, Inc. is acting only as a reseller or licensor of the hosting, hardware, software and equipment used in connection with the products and/or Services that were or are manufactured or provided by a third party ("Non-Miller Enterprises Design, Inc. Product"). Miller Enterprises Design, Inc. shall not be responsible for any changes in the Services that cause the Non-Miller Enterprises Design, Inc. Product to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction, failures or manufacturer's defects of Non-Miller Enterprises Design, Inc. Product either sold, licensed or provided by Miller Enterprises Design, Inc. to Customer or purchased directly by Customer used in connection with the Services will not be deemed a breach of Miller Enterprises Design, Inc.' obligations under this Agreement. Any rights or remedies Customer may have regarding the ownership, licensing, performance or compliance of Non-Miller Enterprises Design, Inc. Product are limited to those rights extended to Customer by the manufacturer/provider of such Non-Miller Enterprises Design, Inc. Product. Customer is entitled to use any Non-Miller Enterprises Design, Inc. Product supplied by Miller Enterprises Design, Inc. only in connection with Customer's permitted use of the Services. Customer shall use its best efforts to protect and keep confidential all intellectual property provided by Miller Enterprises Design, Inc. to Customer through any Non-Miller Enterprises Design, Inc. Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Customer shall not resell, transfer, export or re-export any Non-Miller Enterprises Design, Inc. Product, or any technical data derived therefrom, in violation of any applicable United States or foreign law.

7. IP Address Ownership.

If Miller Enterprises Design, Inc. assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Miller Enterprises Design, Inc., and Customer shall have no right to use that Internet Protocol address except as permitted by Miller Enterprises Design, Inc. in its sole discretion in connection with the Services, during the term of this Agreement. Miller Enterprises Design, Inc. shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Miller Enterprises Design, Inc., and Miller Enterprises Design, Inc. reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.

8. Caching.

Customer expressly (i) grants to Miller Enterprises Design, Inc. a license to cache the entirety of the Customer Content and Customer's web site, including content supplied by third parties, hosted by Miller Enterprises Design, Inc. under this Agreement and (ii) agrees that such caching is not an infringement of any of Customer's intellectual property rights or any third party's intellectual property rights.

9. CPU Usage.

Customer agrees that Customer shall not use excessive amounts of CPU processing on any of Miller Enterprises Design, Inc.' servers. Any violation of this policy may result in corrective action by Miller Enterprises Design, Inc., including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in Miller Enterprises Design, Inc.' sole and absolute discretion. If Miller Enterprises Design, Inc. takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action.

10. Bandwidth and Disk Usage.

Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Contract Form (the "Agreed Usage"). Miller Enterprises Design, Inc. will monitor Customer's bandwidth and disk usage. Miller Enterprises Design, Inc. shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in Miller Enterprises Design, Inc.' sole and absolute discretion. If Miller Enterprises Design, Inc. takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action.

11. Property Rights.

Miller Enterprises Design, Inc. owns all right, title and interest in and to the Services and Miller Enterprises Design, Inc.' trade names, trademarks, service marks, inventions, copyrights, trade secrets, patents, know-how and other intellectual property rights relating to the design, function, marketing, promotion, sale and provision of the Services and the related hardware, software and systems ("Marks"). Nothing in this Agreement constitutes a license to Customer to use or resell the Marks.

12. Customer Web Site; E-Commerce; Customer Warranties; Consumer Data.

Customer shall be solely responsible for the development, operation and maintenance of Customer's web site, online store and e-commerce activities, for all products and services offered by Customer or appearing online and for all contents and materials appearing online or on Customer's products, including, without limitation (i) the accuracy and appropriateness of the Customer Content and content and material appearing in its store or on its products, (ii) ensuring that the Customer Content and content and materials appearing in its store or on its products do not violate or infringe upon the rights of any person, and (iii) ensuring that the Customer Content and the content and materials appearing in its store or on its products are not defamatory or otherwise illegal. Customer shall be solely responsible for accepting, processing and filling customer orders and for handling customer inquiries or complaints. Customer shall be solely responsible for the payment or satisfaction of any and all taxes associated with its web site and online store.

Customer shall be responsible for the security and confidentiality of any customer information (including, without limitation, customer credit card numbers, account information, personal information) that Customer may receive as a result of its web site or online store.

Customer represents and warrants to Miller Enterprises Design, Inc. that Customer owns or has the right to use the Customer Content and material contained therein, including all text, graphics, sound, music, video, programming, scripts and applets, and the use, reproduction, distribution and transmission of the Customer Content and any information and materials contained therein does not, and will not, (i) infringe or misappropriate any copyright, patent, trademark, trade secret or any other proprietary right of a third party, (ii) violate any criminal laws or (iii) constitute false advertising, unfair competition, defamation, an invasion of privacy, violate a right of publicity or violate any other law or regulation. Customer grants Miller Enterprises Design, Inc. the right to reproduce, copy, use and distribute all and any portion of the Customer Content to the extent needed to provide and operate the Services.

13. Disclaimer of Warranty.

Customer agrees to use all Services and any information obtained through or from Miller Enterprises Design, Inc., at Customer's own risk. Customer acknowledges and agrees that Miller Enterprises Design, Inc. exercises no control over, and accepts no responsibility for, the content of the information passing through Miller Enterprises Design, Inc.' host computers, network hubs and points of presence or the Internet. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NONE OF MILLER ENTERPRISES DESIGN, INC., ITS PARENT, SUBSIDIARY OR AFFILIATED CORPORATIONS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE (EACH, AN "MILLER ENTERPRISES DESIGN, INC. PERSON") MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES OR ANY EQUIPMENT MILLER ENTERPRISES DESIGN, INC. PROVIDES. NO MILLER ENTERPRISES DESIGN, INC. PERSON MAKES ANY WARRANTIES THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. MILLER ENTERPRISES DESIGN, INC. IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CUSTOMERS VIA THE SERVICES PROVIDED BY MILLER ENTERPRISES DESIGN, INC. FROM TIME TO TIME UPDATES MUST BE MADE TO SERVERS. MILLER ENTERPRISES DESIGN, INC. IS NOT RESPONSIBLE FOR ANY LOSSES IN PERFORMANCE OF A WEBSITE HOSTED ON OUR SERVERS AS A RESULT OF THESE UPDATES. NOTIFICATION MAY NOT ALWAYS BE GIVEN IN ADVANCE OF CHANGES. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY MILLER ENTERPRISES DESIGN, INC. PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. The terms of this section shall survive any termination of this Agreement.

14. Indemnification.

Customer agrees to indemnify, defend and hold harmless Miller Enterprises Design, Inc. and its parent, subsidiary and affiliated companies, and each of

their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) Customer's use of the Services, (ii) any violation by Customer of the Usage Policy, (iii) any breach of any representation, warranty or covenant of Customer contained in this Agreement or (iv) any acts or omissions of Customer. The terms of this section shall survive any termination of this Agreement.

15. Limitation of Liability.

Customer agrees that no Miller Enterprises Design, Inc. Person, under any circumstances, shall be held responsible or liable for situations where the Services are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to Miller Enterprises Design, Inc. at the time) which may exist in the Services or Miller Enterprises Design, Inc.' equipment used to provide the Services.

Under no circumstances, including negligence, shall any Miller Enterprises Design, Inc. Person be liable for any indirect, incidental, special, consequential or punitive damages, or loss of profits, revenue, data or use by Customer, any of its customers, any Reseller Customer or any other third party, whether in an action in contract or tort or strict liability or other legal theory, even if Miller Enterprises Design, Inc. has been advised of the possibility of such damages. No Miller Enterprises Design, Inc. Person shall be liable to Customer, any of its customers, any Reseller Customer or any other third party, for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, power outages, equipment failure, communications failure, theft, destruction or unauthorized access to Miller Enterprises Design, Inc.' records, programs, equipment or services.

Notwithstanding anything to the contrary in this Agreement, Miller Enterprises Design, Inc.' maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) shall not exceed the actual dollar amount paid by Customer for the Services which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose.

Customer understands, acknowledges and agrees that if Miller Enterprises Design, Inc. takes any corrective action under this Agreement because of an action of Customer or one of its customer or a Reseller Customer, that corrective action may adversely affect other customers of Customer or other Reseller Customers, and Customer agrees that Miller Enterprises Design, Inc. shall have no liability to Customer, any of its customers or any Reseller Customer due to such corrective action by Miller Enterprises Design, Inc..

This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

16. Force Majeure.

Miller Enterprises Design, Inc. shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, criminal acts, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services.

17. Governing Law; Jurisdiction; Arbitration.

This Agreement shall be governed in all respects by Illinois law without regard to the conflict of law provisions thereof. Both parties submit to personal jurisdiction in Illinois. Any controversy or claim arising out of, relating to or in connection with this Agreement, or the breach thereof, shall be subject to arbitration administered by the American Arbitration Association ("AAA") in accordance with its then existing Commercial Arbitration Rules (collectively, the "AAA Rules") and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Hillsboro, Illinois, or any other place selected by mutual agreement of the parties. An award rendered in connection with an arbitration pursuant to this Section shall be final and binding upon the parties and the parties agree and consent that the arbitral award shall be conclusive proof of the validity of the determinations of the arbitrations set forth in the award, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction. The parties agree that the award of the arbitral tribunal will be the sole and exclusive remedy between them regarding any and all claims and counterclaims between them with respect to the subject matter of the arbitrated dispute. The parties hereby waive all in personam jurisdictional defenses in connection with any arbitration hereunder or the enforcement of an order or award rendered pursuant thereto. In any legal action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this section shall survive any termination of this Agreement.

18. Assignment.

Customer shall not have the right to assign this Agreement without the prior written consent of Miller Enterprises Design, Inc.. This Agreement shall be binding upon and inure to the benefit of Customer and Miller Enterprises Design, Inc. and their successors and permitted assigns.

19. Entire Agreement; Severability.

This Agreement, together with the Contract Form and any other documents or agreements specifically identified in this Agreement, represents the entire agreement between the parties, and supercedes all previous representations, understandings or agreements. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

Customer hereby represents that he, she or it is either, an individual entering this Agreement for his or her personal use and is over 18 years of age, or a corporation, limited partnership or other legal entity, duly organized, validly existing and in good standing under the laws of the state of its organization and the person acting on behalf of Customer is duly authorized to accept, execute and deliver this Agreement on behalf of Customer.

Miller Enterprises Design, Inc. has zero tolerance for UBE/UCE (unsolicited bulk email/unsolicited commercial email). This policy protects our customers as well as the internet community from the negative effects of "spam" related activity. Miller Enterprises Design, Inc. defines UBE/UCE as unsolicited broadcast or commercial email that is sent to addresses that do not affirmatively and verifiably request such material from that specific sender.

Our Policies:

1. Miller Enterprises Design, Inc. customers, and customers of Miller Enterprises Design, Inc. customers or any user of bandwidth and/or services on our network (herein described as 'users') are prohibited from sending UBE/UCE. Users may be asked to produce records that verify that explicit affirmative permission was obtained from a recipient before a mailing was sent. Miller Enterprises Design, Inc. may consider the lack of such proof of explicit affirmative permission of a questionable mailing UBE/UCE at its sole discretion.

2. Miller Enterprises Design, Inc. customers are prohibited from maintaining open mail relays on their servers. Ignorance of the presence or operation of

an open mail relay is not and will not be considered an acceptable excuse for its (the open mail relay) operation. Multiple infractions of this policy will result in a discontinuation of service.

3. Miller Enterprises Design, Inc. customers will be notified in the event that they may be hosting sites listed as violators of the above policy. Again, failure to rectify such situations may be cause for termination.

4. Miller Enterprises Design, Inc. customers are prohibited from providing hosting services for websites that have been included in UBE/UCE. Hosting includes, but is not limited to, hosting website(s), providing DNS services as well as website redirect services.

5. Valid complaints received by Miller Enterprises Design, Inc. may lead to immediate termination or suspension of the service. Miller Enterprises Design, Inc. may block traffic without prior notice to and from the IP address involved in the UBE/UCE complaint until the problem is resolved and preventative measures have been implemented to prevent the violation from recurring.

6. Miller Enterprises Design, Inc. reserves the right to suspend and/or cancel permanently any and all services provided to the user without a notification. If a Customer is in violation of any term or condition of the Usage Policy or Customer's use of the Service disrupts or, in Miller Enterprises Design, Inc.' judgment, could disrupt, Miller Enterprises Design, Inc.' business operations, Miller Enterprises Design, Inc. reserves the right to charge a penalty of \$500.

To report an incidence of abuse, please report it to info@millerenterprise.us

Contract Form

Miller Enterprises Design, Inc. agrees to provide web hosting for **X** _____

This agreement is between Miller Enterprises Design, Inc. and the company listed below, not an individual, unless specified. The signor also attests that they are legally able to enter into contracts for the company. Any loses or liability in this regard is placed upon the company's authorized agent who signs below.

This contract is for a one-year hosting term starting on upon receipt of this signed contract with payment and ending 12 months to the day after hosting was purchased and or renewed.

A \$ 225 hosting fee is due immediately. Failure to provide payment in a timely fashion will result in the termination of services with or without notice.

The customer's hosting package will automatically be renewed at the end of term and the customer will be billed 30 days prior to expiration. To prevent delay or termination of service, renewal payment must be received 15 days prior to the expiration date. Submitting payment for renewal of hosting term will represent the acceptance of the then current "Usage Policy". Prices are subject to change without notice. It is the customer's obligation to inform us in writing if they do not wish to renew, and this must be done 15 days prior to the expiration date or the customer will be responsible for payment in full.

The following applies to customer's who purchase their domain name(s) registration through Miller Enterprises Design, Inc.. Customer's who have purchased a domain name(s) elsewhere and do not transfer it to our services are responsible for renewal of their domain at the place of purchase. Miller Enterprises Design, Inc. is not responsible for domain names that are lost or not renewed through other providers.

\$ 20 Domain name(s) registration fee is due immediately. The current registration will begin upon receipt of this signed contract with payment and ends 12 months to the day after domain was purchased. (Registration must be renewed annually.)

The customer's domain name(s) will automatically be renewed at the end of term and the customer will be billed 30 days prior to expiration. To prevent the loss of your registered domain name, renewal payment must be received 15 days prior to the expiration date. Submitting payment for renewal of domain term will represent the acceptance of the then current "Usage Policy". Prices are subject to change without notice. It is the customer's obligation to inform us in writing if they do not wish to renew, and this must be done 15 days prior to the expiration date or the customer will be responsible for payment in full.

This agreement also applies to any subsequent or additional domains purchased for the customer through Miller Enterprises Design, Inc.

Whenever possible, Miller Enterprises Design, Inc. will advise customers of changes. However, Miller Enterprises Design, Inc. reserves the right to change fees, services, and terms without notice.

Under this Agreement, Customer shall comply with Miller Enterprises Design, Inc. then current "Usage Policy", as amended, modified or updated from time to time by Miller Enterprises Design, Inc., which currently can be viewed at <http://www.millerenterprise.us/terms.htm>, and which is incorporated in this Agreement by reference.

Customer hereby acknowledges that it has reviewed the Usage Policy and that the terms of the Usage Policy. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern.

Customer's signature represents the acceptance of the Usage Policy.

Violations of the Usage Policy will result in the termination of this contract without refund.

A copy of the Usage Policy is available on-line at <http://www.millerenterprise.us/terms.htm>

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