



## SINU IT SERVICE TERMS OF SERVICE

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### Part 1: Payment and Termination

#### **Payment Schedule**

Recurring monthly charges are due at the first of the month in advance of service. Additional service charges and overages are payable upon receipt on a net 10 basis.

#### **Payment Terms**

All monies are considered past due after 30 days and subject to an effective 18% monthly finance charge. Accounts past due 60 days or greater may be referred to collections and/or initiate legal proceedings to secure payment. All finance and NSF (insufficient funds) charges, rebilling fees, and/or any collection and legal fees are the Client's responsibility. In the event of the project's cancellation, a cancellation fee for the work completed may be charged based upon the original project quote/estimate and the expenses incurred. All rates and fees are expressed in U.S. dollars.

#### **Payment Address**

Payment should be made to Sinu Inc. at the Sinu address in Part 1 unless client is otherwise notified in writing by Sinu.

#### **Agreement Renewal and Termination**

The Agreement will renew monthly until terminated by either party with sixty (60) days written notice.

Upon cancellation of Agreement by the Client, the Client is immediately responsible for the final sixty (60) day's payment. Any excess payment paid to the Provider shall be returned by the Provider to the Client within thirty (30) days of the termination of the Agreement. All other claims and obligations of a monetary nature ensuing from this Agreement shall be settled by the contracting parties no later than thirty (30) days after the termination of the Agreement.



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### Part 2: Sinu Communications (eMail) Terms

#### **Size of Mailbox**

Each mailbox has a storage quota. This is done to protect your account and others from potentially large volumes of email sent to a single address that could disable or halt the email system server. Additional storage can be purchased by emailing support@Sinu.com. It is the end-user's responsibility to ensure that his/her mailbox does not get full. Sinu is not responsible for email lost due to full mailboxes.

#### **Passwords**

It is the end-user's responsibility to keep his/her password confidential, and to change the password on a regular basis. Sinu is not responsible for any data losses or security issues due to stolen passwords. Sinu recommends that you use passwords that contain numbers and symbols in order to prevent unauthorized users from guessing commonly-used choices (i.e. "12345", "password", etc.). Sinu support does not have access to viewing existing passwords. For security reasons, Sinu support can only reset passwords.

#### **Cancelled Accounts**

Upon cancellation, your Sinu email and contact data located on Sinu's servers may no longer be available. It is the end-user's responsibility to retrieve this data prior to the request for cancellation of the service. Sinu cannot guarantee retrieval of data once an account is cancelled.

#### **Backups**

Sinu makes every reasonable effort to backup and secure end-user data on a nightly basis. Sinu does this through a combination of various network security policies, backup devices, and third-party storage services. For most services, we store two weeks of backups. It is the end-user's responsibility to make Sinu aware of problems or requests to restore lost data within the 2 week window. Sinu is not responsible for data that is not stored on our server(s) and that includes data pulled from Sinu server(s) and stored locally. Sinu will make every reasonable effort to ensure the integrity of backed-up data.

#### **Security and Reliability**

The security and reliability of the Sinu email and collaboration service is our highest priority. Sinu works hard to run a solid, hassle-free service. However, there are times when we cannot guarantee 100% reliability:

- Internet congestion
- Automatic System Updates – Sinu's servers regularly update themselves with patches and bug fixes. Occasionally, these patches/fixes can affect our servers in an unexpected, detrimental way. Many of these patches/fixes are done automatically and cannot be tested prior to their implementation.
- Terrorist Attack
- Acts of God
- Virus/Worm/Denial of Service Attack

You specifically agree that Sinu Inc., Sinu cannot be held liable for any missing data, corrupted data, incorrect transmission of data, failure to provide service, delay of service provision or anything in any way connected to the Sinu service beyond the cost of service provided. Cumulative liability cannot exceed the total monthly service fee equal to the prior one month of service.



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### **Transmission of Data**

Sinu is not responsible for any unauthorized access or modification of your data stored by or transmitted via the Sinu service. You also specifically agree that Sinu is not responsible or liable for any content sent using or received from the Sinu service including that which may be illegal, obscene, defamatory, threatening or that may violate any trademark or copyright.

### **Outgoing Bulk / Junk / Spam Mail Policy**

Sending spam (Unsolicited Mail sent to anonymous recipients) through the Sinu system cannot and will not be tolerated. Sinu has the right to terminate or refuse mail service to anyone abusing Sinu services. Sinu reserves the right to immediately discontinue service to anyone violating this rule. Sinu defines spam as "the sending of bulk e-mails or the sending of e-mail to users that have not explicitly asked to receive the sender's message." Sinu will not be held responsible if your domain name is blocked by internet service providers (ISPs) for sending spam/bulk e-mails. We reserve the right to suspend or cancel Sinu accounts that send bulk or unwanted junk mail (spam).

### **Incoming Bulk / Junk (Spam) Mail Policy**

Sinu offers various services (add-ons) to help prevent incoming spam. These extra services may require an additional monthly fee and may have separate end-user agreements. Sinu can not be responsible for filtering out unwanted/offensive content sent to your Sinu account or that may fill your Sinu account.

### **Sinu Virus Policy**

The Sinu service provides virus protection against incoming email viruses sent to your Sinu addresses. All incoming messages to your Sinu domain are scanned. It is our policy to delete affected attachments prior to delivery to your Sinu mailbox. Sinu virus protection uses the latest technologies to help ensure your protection. Our server software (virus patterns) is updated nightly. Virus protection is an ongoing process and it's impossible to protect against 100% of the virus threats and unfortunately we cannot be held responsible for new viruses that are not detected by our scanning software. End-users are responsible for protecting their computers and ensuring they are virus-free. We recommend that each end-user run a local anti-virus software package on their PC for additional protection. Sinu will not be held responsible if your domain name is blocked by internet service providers (ISPs) for sending virus-infected emails. Most viruses are transmitted by email, but not all. If your email software is connected to another email service other than Sinu, it is possible that virus-infected email could be pulled into your Sinu account. Sinu cannot be held responsible for virus-infected email originally sent to email services outside of Sinu.

### **Use of Microsoft Outlook 2003 Software**

Sinu service includes the licensing for Outlook Client Software. The license fee is included with the monthly Sinu service fee; however we may charge a nominal fee to ship the media to you. End-users are allowed to install the software once on one PC for each Sinu mailbox. Each end-user/individual using the Sinu service must purchase an individual Subscriber Access License (SAL) – otherwise known as a "mailbox" for this service. Unfortunately, sharing of a single mailbox is not allowed unless additional licenses are purchased on a monthly basis for each user. If you cancel your Sinu account you are responsible for uninstalling any Outlook client software that is licensed as part of the Sinu service.

## Part 3: Additional Terms

### **Contract Terms Survival**

Provisions relating to payment, interest on delay, the obligation to preserve confidentiality, settlement of the claims of either of the contracting parties and resolution of disputes are to continue to be valid even after withdrawal from the Agreement (particularly the obligation to provide monetary fulfillment for services rendered before withdrawal came into effect) and are not affected by withdrawal from the Agreement.

### **Obligation to Maintain Confidentiality**

The Provider is obliged to maintain confidentiality about all confidential Client matters of which it becomes aware during the fulfillment of this Agreement, except as required by law. The obligation to maintain confidentiality remains valid even after the termination of this Agreement. The Provider may be absolved from the obligation to maintain confidentiality only by a written declaration of the Client.

The obligation to maintain confidentiality relates also to workers of the Provider and all other persons empowered by the Provider for the purposes of the fulfillment of the subject of this Agreement.

### **Definition of IT Support**

For the purposes of this Agreement, "IT Support" is understood to mean the maintenance and troubleshooting of business computer hardware, software and peripherals by the Provider, either by phone, remote access or on the premises of the Client, for the purposes of resolving the Client's technical issues.

IT Support includes support of all technology explicitly included in Part 2: SINU IT SERVICE section above and explicitly excludes all technology not mentioned in that section. IT Support is intended to include the above technology as it is employed for ordinary business activities, and excludes special projects such as corporate relocations, expansions or closures.

### **Service Delivery**

The Provider may empower another party to ensure the fulfillment of the subject of this Agreement. Upon fulfillment of this Agreement however, the Provider bears responsibility as if he himself had fulfilled the subject of the Agreement.

The provider may from time to time make changes to the manner of delivery of the Sinu IT Service, including hardware and software changes, providing that the service is either equal to or superior to the previous delivery.

### **Breach of Contract**

Each of the contracting parties may withdraw from the Agreement immediately in the case that the other contracting party is in material breach of its obligations based on this Agreement. The other contracting party must be notified in writing of material breach of the Agreement. Parties will have five (5) business days to remedy a material breach.

For the purposes of this Agreement, material breach is understood to mean particularly:

- a) Delay of the Provider in the proper fulfillment of an obligation which arises for the Provider on the basis of this Agreement of a length of thirty (30) or more days,
- b) Delay of the Client in payment of remuneration or part thereof to the Provider of a length of thirty



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- (30) or more days, or  
c) Violation of the obligation to maintain confidentiality.

### **Limitation of Liability**

In no event shall the Provider be responsible for any direct, indirect, special or consequential damages, even if the Provider is informed about their possible existence, including anticipated loss of profit or revenue, loss of time, cost of capital, down-time costs, cost of substitute goods, facilities, services or replacement power, or other loss incurred by the Client in connection with Sinu IT Service, including property damage external to the Service and loss arising out of such damage, including fundamental breach, negligence, misrepresentation, or other contract or tort claim, and including third party claims against Client for damages.

In the event that the Provider is found liable for damages, Provider liabilities for any damages shall be limited to the monthly value of this agreement. Actual damages and lost profits shall not be compensated.

### **Force Majeure**

The parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, governmental travel advisories, disaster, strikes (except those involving the Provider's employees or agents), civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. Either party may cancel the Agreement for any one or more of such reasons upon written notice to the other.