



EMAIL AND STUDENT WEB HOSTING TERMS OF SERVICE

1. Acceptance of Terms of Service

Gaggle.Net is provided to registered users (each, a "User") under these Terms of Service. BY COMPLETING THE REGISTRATION PROCESS AND CLICKING THE "I ACCEPT" BUTTON, YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF SERVICE.

2. Registration Information

Gaggle.Net, Inc. makes significant efforts to protect the privacy of its users. Our Privacy Policy (www.gaggle.net/home/privacy) discloses our policies with regard to the protection and disclosure of user information. We may disclose an individual User's name, address, email address or telephone number without such User's prior consent and without any liability to User or any third party, to the extent necessary to or appropriate to: i) comply with applicable laws or in legal proceedings where such information is relevant; ii) protect and defend the rights or property of us or enforce or further the application or intent of the terms of this Agreement; or iii) act to protect the personal safety of Users or the public iv) for other reasons that we may disclose to Users from time to time.

We reserve the right to terminate any User's account if we learn that such User has provided us false or misleading registration information.

3. Modifications of these Terms of Service

Gaggle.Net, Inc. may modify these Terms of Service from time to time in their sole discretion. Continued use of Gaggle.Net will be conditioned upon each User's affirmative acceptance of any such changes.

4. Modifications of Gaggle.Net

Gaggle.Net, Inc. may modify or discontinue email (or User's account) with or without notice to any User, without liability to any User or any third party.

5. Contents of Messages

Gaggle.Net, Inc. does not automatically monitor, censor or edit the contents of individual Users' email messages and attachments. Users alone are responsible for the contents of their messages and attachments, and the consequences of any such messages and attachments. User agrees that it will not use Gaggle.Net for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or any use of distribution lists to any person who has not given specific permission to be included in such a process.

User further agrees not to use Gaggle.Net to send any messages or material that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, or contain viruses, trojan horses, worms, time bombs, cancelbots, or any harmful or deleterious programming routine.

Gaggle.Net, Inc. will not be liable for any damage that may occur to a User or to User's equipment as a result of any of the aforementioned being received by User. Additionally, User is solely liable for sending the aforementioned.

Gaggle.Net, Inc. reserves the right to terminate any User's account if either of them becomes aware and determines, in their sole discretion, that such User is violating any of the foregoing guidelines. It is Gaggle.Net, Inc.'s policy to respect the privacy of its Users.

6. User Name and Password

User is responsible for maintaining the confidentiality of its User Name and Password. User shall be responsible for all uses of its User Name, whether or not authorized by User. User agrees to immediately notify Gaggle.Net, Inc. of any unauthorized use of its User Name.

7. Limited Warranty

Gaggle warrants that the software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. Gaggle.Net and/or its suppliers entire liability and your exclusive remedy for breach of the foregoing warranty shall be, at Gaggle.Net's option, from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Software, or (b) repair or replacement of the Software that does not meet this Limited Warranty and that is returned to Gaggle with a copy of your receipt. You will receive the remedy elected by Gaggle.Net without charge, except that you are responsible for any expenses you may incur (e.g., cost of shipping). This warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or virus. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

Except for the limited warranty expressly provided above, the Software has been provided by Gaggle solely, as is, and without warranty by Gaggle.Net and/or any of its licensors of any kind, and, to the maximum extent allowed by applicable law, Gaggle.Net and/or any of its licensors expressly disclaim all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, and any warranty of non-infringement. There is no warranty that the functions contained in the Software will meet your requirements, that the use thereof will be error free or that the Software is free of viruses or other harmful components. Gaggle.Net and/or any of its licensors do not warrant, guarantee, or make any representations regarding the use of the results of the use of the Software with respect to its performance, accuracy, reliability, security capability, correctness or otherwise. No oral or written information or advice given by any person shall create a warranty in any way whatsoever relating to Gaggle.Net and/or any of its licensors. The exclusion of implied warranties is not permitted by some jurisdictions and thus, the above exclusion may not apply to you.

8. Limitation of Liability

GAGGLE.NET, INC. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE GAGGLE.NET OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH GAGGLE.NET OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF GAGGLE.NET, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Email Message Storage

Gaggle.Net, Inc. provides email storage which is limited for each user depending upon the school's subscription. Gaggle.Net does not assume any responsibility for the deletion or failure to store email messages.

10. Promotional Messages

Gaggle.Net, Inc. and/or third parties may, from time to time, send email messages to Users containing advertisements, promotions, etc. Gaggle.Net, Inc. does not make any representation or warranty with respect to the content of any such email messages or any goods or services which may be obtained from such third parties, and User agrees that Gaggle.Net, Inc. shall not have any liability with respect thereto.

11. Indemnification

User agrees to indemnify and hold each of Gaggle.Net, Inc., their parent company, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of Gaggle.Net, the violation of these Terms of Service by User, or the infringement by User, or any other user of User's account, of any intellectual property or other right of any person or entity.

12. Applicable Law

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of laws provisions. Jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement, shall be only in a federal or state court having subject matter jurisdiction located in McLean County, Illinois.



EMAIL & STUDENT WEB HOSTING SERVICE LEVEL AGREEMENT (SLA)

Gaggle.Net understands the importance of network availability to our customers. As a result, we make commitments to our customers in the form of a Web and Email Hosting Service Level Agreement (SLA). We have developed the following SLA to ensure maximum performance and uptime.

A. Email Hosting

Gaggle.Net guarantees that the email hosting services will be available 99.5% of the time in a given month, excluding scheduled maintenance. Gaggle.Net has built a fail-over system with redundancy to store and queue incoming/outgoing mail from our Customers in the event of a connectivity/email outage. During such an event, as soon as email services have been properly restored, the queued messages will be immediately delivered to their respective Customer mailboxes.

Email is backed-up on a daily basis. ONLY mailbox owners who choose to LEAVE email in their mailboxes will be backed-up. Gaggle.Net Customer email aliases which FORWARD to personal and/or work-related email addresses cannot and WILL NOT be backed-up. Any account that ignores Gaggle.Net's NO SPAM TOLERANCE policy and sends SPAM anyway will be immediately terminated.

B. Network Uptime

Gaggle.Net guarantees that the network will be available 99.5% of the time in a given month, excluding scheduled maintenance, but does not include services or third-party software running on the Customer's server. Network uptime includes all network infrastructure including routers and switches. Network downtime exists when a particular Customer is unable to send or receive data from Gaggle.Net servers, the failure is resolvable by Gaggle.Net and such failure has been clearly and fully communicated to our Technical Support Team up until the server is able to send and receive data again, as confirmed by Gaggle.Net's own monitoring systems.

C. Support Responsiveness

Technical support is available 24x7 via email or phone. Response time commitments are made based on the severity of the issue, ranging from two hours for critical issues to 24 hours for informational requests. You can reach our Technical Support by phone at 800.288.7750 on Monday through Friday between the hours of 7 a.m. and 6 p.m. Central Standard Time or contact us by email at admin@gaggle.net.

D. Exceptions

- 1) This SLA does not apply to delinquent customers.
- 2) Scheduled Maintenance including upgrades and emergency maintenance.
- 3) DNS (Domain Name Server) issues outside the control of Gaggle.Net, including, without limitation, DNS propagation or any delays in the registration or transfer of domain name due to domain registrar or registry issues; browser or DNS caching that may make your site appear inaccessible when others can still access it.
- 4) Outages between Gaggle.Net's Internet Connectivity Provider and our internal web servers.
- 5) Any networks or network equipment not owned or controlled by Gaggle.Net.
- 6) Circumstances beyond reasonable control, including, without limitation, natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, e-commerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA.
- 7) Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g. CGI, Perl, HTML, ASP, etc.) and also including unauthorized, unlawful email practices such as SPAM.
- 8) Any negligence, willful misconduct, or use of the Services in breach of Gaggle.Net's Terms and Conditions; by user or other users.
- 9) False outages reported as a result of any Gaggle.Net measurement system problems or errors.