

This Master Service Agreement shall constitute a binding contractual agreement between Geeks Concepts Limited, ("Geeks"), and the subscriber of services ("Customer"). The Master Service Agreement (MSA) shall include the Terms of Service (TOS), the Acceptable Use Policy (AUP), the Service Level Agreement (SLA) and the Privacy Agreement (PA). Customer agrees to be bound to all agreements found herein.

Note: Geeks reserves the right to supplement and/or amend, at any time, the terms and conditions of its Master Service Agreement, including the TOS, AUP, SLA, and Privacy Agreement. Geeks will provide notice to its Customers through the ticket system of any changes affecting cancellation, payment of fees, or the SLA. It is the Customer's responsibility to review Geeks policies on a frequent basis to ensure compliance because the Master Service Agreement in place during your most current month applies, not the MSA which was in place when you registered. Changes requested by Customer to any of these agreements or to the Master Service Agreement must be agreed to in writing by Geeks.

Company Information

Company Name	<u>Geeks Concepts Limited</u>	Customer Name:	_____
Address	<u>22/F, 3 Lockhart Road</u>	Address:	_____
Suburb	<u>Wan Chai</u>	City:	_____
Country	<u>Hong Kong</u>	Country:	_____
Phone		Phone:	_____
Fax		Fax:	_____
Email	<u>enquiry@geeks.hk</u>	Email:	_____
By	_____	By	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Terms of Service (TOS)

Customer agrees to the following terms of service:

- 1. Term and Termination:** Customer agrees to a month to month contract term for services unless otherwise agreed to in writing. The month to month contract for services is automatically renewed each month in perpetuity subject to written cancellation by the Customer. Please carefully review Geeks' cancellation policy set forth in Paragraph 7 below. Geeks may terminate this Agreement upon non-payment as set forth in paragraph 9 below. At its sole discretion, Geeks may terminate this Agreement if Customer violates any terms and conditions of Geeks' AUP.
- 2. Monthly Service Fees:** Fees for service(s) ordered by the Customer shall begin on the date of complete setup and that date shall serve as the monthly anniversary date ("Anniversary Billing Date") for all future billings including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the monthly service cycle and will be billed on the anniversary date of each month.
- 3. Upgrade Fees:** Upgrades ordered on the Anniversary Billing Date will be billed for a full month service and will continue each month on the Anniversary Billing Date. Upgrades ordered after the normal Anniversary Billing Date will be pro-rated to the next anniversary date and billed as a one time pro-rata charge. Future charges will appear as full monthly fees added to your existing Anniversary Billing Date.
- 4. Additional Service Fees:** Additional services, ordered on the Anniversary Billing Date will be billed for the full month service and will continue each month on the Anniversary Billing Date. Additional services ordered after the normal Anniversary Billing Date will be pro-rated to the next anniversary date and billed as a one time pro-rata charge. Future charges will appear as full monthly fees added to your existing Anniversary Billing Date.
- 5. One Time Fees:** One time fees, such as setup fees, administrative fees, additional service fees and late fees are due and payable at the time they are incurred, and/or agreed upon in writing or via ticket with Geeks approval.
- 6. Service Credits:** Service credits will be issued to your Customer account and shall be used to offset future billable services. Service credits shall not be issued as cash back to the Customer nor shall the service credits be transferable to other account holders. Service credits shall expire if Customer's account is fully terminated.
- 7. Cancellation:** **Geeks requires a written cancellation notice via the ticket system, a minimum of 24 hours prior to 00:00:01 (GMT+8) on the Anniversary Billing Date for discontinuance month to month service. Failure to supply the requisite 24 hours written notice of cancellation will result in a full billable monthly cycle prior to cancellation. Any server cancellation prior to the minimum deadline will remain online until the automated process reclaims your server on the Anniversary Billing Date. Notice of written cancellation is required through the online Customer portal located at <http://home.geeks.hk>. All Customer data remaining after the cancellation date will be destroyed for security and privacy reasons, unless otherwise required by law.**

Terms of Service (TOS)

8. Refunds & Disputes: All services rendered by Geeks are non-refundable. This includes, but is not limited to: setup fees, one time fees, monthly service fees, upgrade fees, additional service fees, administrative fees, and late fees. Customers seeking to resolve billing errors are instructed to open a ticket inside the Customer portal located at <http://home.geeks.hk>. Customer agrees not to chargeback any credit card payments for services rendered. A chargeback of payment for services rendered will result in an additional charge of HK\$1000 and will be subject to collection by an authorized collection agency. Customer is responsible for any fees and costs (including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees) incurred by Geeks in enforcing collection.

9. Non-Payment: All payments are due in full on the Anniversary Billing Date. Failure to remit payment for services on the monthly anniversary date is a violation of the TOS. Failure to remit payment for five (5) consecutive days, including the Anniversary Billing Date, shall result in a termination of public access to Customer services. Failure to remit payment for services within seven (7) consecutive days, including the Anniversary Billing Date, shall result in termination of all services shall be reclaimed. A late fee of \$100 will be incurred for failure to remit payment for services on or before the monthly Anniversary Billing Date. A \$300 reconnect fee will be incurred for failure to remit payment for services after public access has been disconnected. All Customer data remaining after seven (7) days of non-payment will be destroyed for security and privacy reasons, unless otherwise required by law.

10. Data: Geeks agrees to use best efforts and commercially reasonable best practices when deploying services related to data integrity, backup, security, and retention. These services include, but are not limited to: hard drive storage, raid hard drive arrays, operating system installs, operating system reloads, customer portal information, and other situations involving customer data. Customer assumes ultimate responsibility for data integrity, retention, security, backup, and ownership. In the event that Geeks handles Customer data, i.e., when replacing hard drives, Geeks will act in accordance with PCI guidelines to ensure data is securely handled.

11. Permitted Use: By accepting the Master Service Agreement, Customer agrees to use Geeks' services solely for their intended purposes. **CUSTOMER SPECIFICALLY AGREES NOT TO TAMPER WITH, MAKE DERIVATIVE WORKS OF, REVERSE COMPILE, REVERSE ENGINEER AND/OR DISASSEMBLE ANY OF GEEKS' SOFTWARE OR FILES.** If Customer violates or exceeds the Permitted Use, Geeks reserves the right to immediately terminate Customer's account and will pursue any and all legal remedies available.

12. LAWS: CUSTOMER AGREES TO ABIDE BY LAW PURSUANT TO SERVICES DELIVERED IN HONG KONG. THIS AGREEMENT IS MADE UNDER AND WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF HONG KONG, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. EXCLUSIVE VENUE AND JURISDICTION FOR ANY AND ALL LEGAL REMEDIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE HONG KONG. EACH PARTY IRREVOCABLY CONSENTS TO THE FOREGOING JURISDICTION AND VENUE REQUIREMENTS AND WAIVES ANY AND ALL OBJECTIONS TO SUCH REQUIREMENTS.

Terms of Service (TOS)

13. INDEMNIFICATION: CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS GEEKS, GEEKS' AFFILIATES, AND ITS RESPECTIVE OFFICERS, DIRECTORS, ATTORNEYS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, FINES, PUNITIVE DAMAGES, AMOUNTS IN INTEREST, EXPENSES AND DISBURSEMENTS OF ANY KIND AND NATURE WHATSOEVER (INCLUDING REASONABLE ATTORNEYS' FEES) BROUGHT BY A THIRD PARTY UNDER ANY THEORY OF LEGAL LIABILITY ARISING OUT OF OR RELATED TO CUSTOMER'S CONTENT, ILLEGAL ACTIVITY AND/OR ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF A THIRD PARTY'S COPYRIGHT, TRADE SECRET, PATENT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.

14. LIMITATION OF LIABILITY: EXCEPT AS DESCRIBED IN THE SLA, GEEKS SHALL NOT BE LIABLE TO CUSTOMER FOR HARM CAUSED BY OR RELATED TO CUSTOMER'S SERVICES OR INABILITY TO UTILIZE THE SERVICES UNLESS CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. GEEKS SHALL NOT BE LIABLE TO CUSTOMER FOR LOST PROFITS, INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES,. NOTWITHSTANDING ANYTHING ELSE IN THIS MASTER SERVICE AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF GEEKS AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, UNDER ANY THEORY OF LAW SHALL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR HOSTING SERVICES FOR THE THREE MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM.

15. Legal Compliance: By accepting this Master Service Agreement, Customer represents and warrants that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government, Hong Kong Government, China Government, Australia Government and Japan Government list of prohibited or restricted parties. Customer further represents and warrants that he/she has full authority and power to execute this Agreement on behalf of the Company he/she represents, if any. Additionally, Customer warrants that he/she is at least 18 years of age or older and are not otherwise legally incapacitated to execute this Agreement.

16. Electronic Signature: Acceptance by Customer of the Master Service Agreement incorporating the Terms of Service, Acceptable Use Policy, Service Level Agreement and Privacy Agreement hereby initiates billable services and is deemed complete by agreement to the terms as described on the online signup form(s) and completion of the ordering process.

Service Level Agreement (SLA)

The SLA is incorporated into the Master Service Agreement and applicable to all services delivered directly to Customers of Geeks. The SLA is not applicable to unrelated third parties or third parties lacking privity of contract with Geeks. The uptime guarantees and the resulting SLA credits are applied in monthly terms unless specified otherwise. All SLA guarantees and information listed below are made in good faith and are subject to standard contract remedies.

SLA Credit Claim: To properly claim an SLA credit due, the Customer must open a support ticket located inside the Customer portal at <http://home.geeks.hk> within seven days of the purported outage. Customer must include service type, IP Address, contact information, and full description of the service interruption including logs, if applicable. The SLA claim will be researched by the appropriate Geeks department manager and any credit issued will be issued to accounting and the ticket will be updated. SLA credits are issued as service credits on future billing cycles. SLA credits shall not be bartered or traded with other Geeks customers. Please allow up to seven (7) days for the process of SLA claims.

SLA Claim Fault: Customers currently in arrears for monthly services do not qualify for SLA claims. Customers who have been in payment arrears three or more times in the previous twelve months do not qualify for SLA claims. Valid SLA claims will not be credited to the Customer's accounts until all abuse issues are resolved. Any Customer making false or repetitive claims will incur a one time charge of \$500 per incident for such claims. False or repetitive claims are also a violation of the TOS and may be subject to service suspension. Customers participating in malicious or aggressive internet activities, thereby causing attacks or counter-attacks, do not qualify for SLA claims and shall be deemed in violation of the AUP.

Public Network: Geeks guarantees 99% uptime on all Public Network services to Customers located in our data centers. Specific guarantees with SLA information are listed in Table A below.

Hardware: Geeks guarantees the replacement of failed hardware and hardware components located within our data centers. Geeks guarantees a failed hardware component will be replaced within twenty-four hours of Customer notification in the ticketing system. Replacement of failed hardware does not include time required to reload the operating system or applications. Specific guarantees with SLA information are listed in Table B below.

NOTE: CUSTOMER MAY REQUEST GEEKS FOR A PREMIUM HARDWARE SLA PRIOR TO THE ORDERING PROCESS. IN SOME CIRCUMSTANCES, SOME SERVICES MAY NOT FALL INTO TABLE B. PLEASE CONSULT WITH GEEKS PRIOR TO SIGN UP.

Table A: Public Network SLA

Uptime Guarantee	SLA Credit	Uptime Guarantee	SLA Credit	Uptime Guarantee	SLA Credit
99%	Guaranteed	96.5% - 96.9%	15%	95% - 95.4%	30%
98% - 98.9%	5%	96% - 96.4%	20%	94.5% - 94.9%	40%
97% - 97.9%	10%	95.5% - 95.9%	25%	94% or less	50%

Table B: Hardware SLA

Replacement Guarantee	SLA Credit	Replacement Guarantee	SLA Credit
48 hours or less	Guaranteed	72.1 to 84 hours	30%
48.1 to 60 hours	10%	84.1 to 96 hours	40%
60.1 to 72 hours	20%	96.1 or more	50%

Acceptable Use Policy (AUP)

General Statement: Geeks is dedicated to the unrestricted free transmission of information via the internet and its many resources. Our goal is to deliver quality on-demand IT services to all of our Customers while serving as the medium of exchange for transmission of all information. The storage, distribution, and exchange of information (content) is the internet's single most valuable feature. Geeks is dedicated to protecting the source and distribution of information and protecting the rights and privileges of those utilizing it. Geeks does not purport to be the content police; our duty in the process of information dissemination is simply to act as conduit between interested parties. Notwithstanding anything found herein, Geeks follows Hong Kong laws pursuant to the services delivered over the internet and directly related to our network and internal systems. The purpose of this AUP is to inform all Customers of acceptable, anticipated Customer use. Due to the myriad of possibilities in maintaining a network comprised of thousands of servers, this AUP is intended to act as a guideline to service and not to be all encompassing.

Public Network: The primary purpose of the Geeks Public Network is to transmit information (packets) to and from Customer servers and data storage services. Proper use of the Public Network is to utilize the network in any way so long as Customer does not violate any laws based in Hong Kong or generate harm to the network or interfere with the use of services of other users utilizing the same network. All Customers are granted equal access to the Public Network. Violation, misuse, or interference of the public network shall be considered a violation of the AUP and shall trigger the Methods of Resolution under this AUP as set forth below in Table C.

Security Services: The primary purpose of the Geeks standard security services is to assist the Customer in the protection, management, update, and overall stability of the outsourced IT environment. All Geeks services include denial of service monitoring. This service is free of charge and is intended to avoid security risk. Other security services offered for a fee are covered via the terms of the individual services. These services include, but are not limited to: firewalls, service monitors and other similar type products and services. Outside of the global network security services described above, Customers are required and obligated to maintain security related to Customer managed servers. The management of dedicated servers requires basic security management including password management, port management, OS updates, application updates, security policy settings and more. The Customer is ultimately responsible for individual server security unless contracted security services are purchased. Any violation of the security services included in basic services will be addressed pursuant to the Methods of Resolution under this AUP as set forth below in Table C.

Server Content: Geeks does not actively monitor dedicated server content for review. Geeks believes in the free dissemination of information via our services. Dedicated server content will only be reviewed upon complaint by verified third parties. Content that does not violate Hong Kong law or the AUP is deemed in compliance and shall remain intact. Legal adult content is allowed on Geeks dedicated servers. Content deemed in violation will be addressed pursuant to the Methods of Resolution under this AUP as set forth below in Table C.

IP Addresses: All Internet Protocol (IP) Addresses are non-transferable from Geeks, and Customer retains no ownership or transfer rights to IP Addresses. All IP Addresses are assigned by the Geeks per server basis. Attempted use of IP addresses not originally allocated for use or IP addresses use on non-assigned servers is a violation of this AUP. Violation of the IP Address policy shall trigger the Methods of Resolution under this AUP as set forth below in Table C.

IRC: Geeks does not allow the use of private internet relay chat (IRC) servers for communication among private parties. Geeks absolutely prohibits the use of IRC servers connected to public IRC networks or servers. IRC servers that result in interference of service, malicious network activity or increased demand on network security services are in direct violation of this AUP. Violation of the IRC policy shall trigger the Methods of Resolution under this AUP as set forth below in Table C.

Acceptable Use Policy (AUP)

Peer to Peer: Geeks does not allow the use of internet peer to peer software for file sharing purposes. Geeks highly recommends strict oversight and management of peer to peer software environments due to the propensity to violate copyright law by sharing commercial software or copyright protected material. The sharing of copyright protected software and material is NOT allowed and is in direct violation of the law in Hong Kong and this AUP. Violation of the Peer to Peer policy shall trigger the Methods of Resolution under this AUP as set forth below in Table C.

Bit Torrent and Point-to-Point Software: Geeks does not allow the use of bit torrent and point-to-point ("P2P") software protocols on the public network. Geeks highly recommends strict oversight and management of Bit Torrent and P2P software environments due to the propensity to violate copyright law by sharing commercial software or copyright protected material. The sharing of copyright protected software and material is NOT allowed and is in direct violation of the law in Hong Kong and this AUP. Violation of the Bit Torrent and/or P2P policy shall trigger the Methods of Resolution under this AUP as set forth below in Table C.

The following list represents per se direct violations of this AUP and will be subject to immediate redress under one or more of the Methods of Resolution as described in this AUP and as set forth below in Table C.

- 1. Copyright and Trademark Infringement:** Direct copyright infringement and trademark infringement are direct violations of Geeks' AUP.
- 2. Unsolicited Email:** The sending or receiving of mass unsolicited email (SPAM) is a direct violation of Geeks' AUP. This includes the direct sending and receiving of such messages, support of such messages via web page, splash page or other related sites, or the advertisement of such services.
- 3. Email Bombing:** The sending, return, bouncing or forwarding of email to specified user(s) in an attempt to interfere with or over flow email services is a direct violation of Geeks' AUP.
- 4. Proxy Email (SPAM):** The use of dedicated services to proxy email unsolicited users is a direct violation of Geeks' AUP. Proxy email is defined as the use of dedicated services to act in concert with other services located inside and outside the network to achieve mass unsolicited email (SPAM) to unrelated third parties.
- 5. Illegal Use:** Any use of dedicated services in a manner which is defined or deemed to be statutorily illegal is a direct violation of Geeks' AUP. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing schemes, "ponzi schemes", invasion of privacy, credit card fraud, racketeering, and other common illegal activities.
- 6. Child Pornography:** The hosting of child pornography or related sites or contact information is in direct violation of federal law and Geeks' AUP.
- 7. Threats & Harassment:** The Geeks network can be utilized for any type of individual, organizational or business use. This does not include threats to or harassment of individuals, organizations or businesses, unless it falls within the bounds of protected free speech. Geeks seeks to serve only as the medium of exchange for information and refrains from decisions on freedom of speech.
- 8. Fraudulent Activities:** Geeks prohibits utilizing dedicated services or network services for fraudulent activities. Participation in fraudulent activities is in direct violation of state and federal law and Geeks' AUP.
- 9. Denial of Service:** Geeks absolutely prohibits the use of dedicated services or network services for the origination or control of denial of service attacks or distributed denial of service attacks. Any relation to DOS or DDOS type activity is a direct violation of Geeks' AUP.
- 10. Terrorist Websites:** Geeks prohibits the use of dedicated services for the hosting of terrorist-related web sites. This includes sites advocating human violence and hate crimes based upon religion, ethnicity, or country of origin.

Acceptable Use Policy (AUP)

11. Distribution of Malware: Geeks prohibits the storage, distribution, fabrication, or use of malware including virus software, root kits, password crackers, adware, key stroke capture programs and other programs normally used in malicious activity. Programs used in the normal ordinary course of business are deemed acceptable.

12. Phishing: Geeks strictly prohibits any activity associated with Phishing or systems designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.

Disclosure of Customer Information: Occasionally, Geeks is required by law to submit Customer information to others, including law enforcement officials, when presented with a valid subpoena or order from a court or governmental entity with proper jurisdiction and authority. Information requested is disclosed only as directed pursuant to the subpoena or order. Geeks utilizes great care in keeping Customer information safe and private and will only release information described in the subpoena or order. Geeks will notify Customer of the information request as, and if, allowed by the subpoena or order.

Reporting Violation of the Acceptable Use Policy: Geeks accepts reports of alleged violations of this AUP via email sent to abuse@geeks.hk. Reports of alleged violations must be verified and must include the name and contact information of the complaining party, and the IP address or website allegedly in violation, and description of the violation. Geeks owes no duty to third parties reporting alleged violations due to lack of privity in contract law. Geeks will review all verified third party reports and will take appropriate actions as described within Methods of Resolution as set forth in Table C below or within its sole discretion.

Acceptable Use Policy (AUP)

Table C: Methods of Resolution for Violations of Geeks' Acceptable Use Policy

The ultimate goal of Geeks is to balance the rights and interest of our Customers in the highly evolving internet world. Geeks understands the challenges of hosting companies, resellers, businesses, organizations and other customers who may have third party violations occur due to the nature of their business. The goal of our Methods of Resolution is to mitigate service interruptions while resolving potential violations under this AUP. Our team is dedicated to working with the Customer in resolving potential violations, and is available via ticket system. The Methods of Resolution below form the framework for resolving all potential violations. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors. Overall, Geeks is dedicated to working with the Customer in resolving all potential violations prior to any service interruptions.

Step 1: Acknowledgement of violation of AUP: a ticket will be generated under Geeks to provide the Customer with information regarding the potential violation of Geeks' AUP. This is often a fact-finding email requiring further information or notifying Customer of the potential violation and the required actions to resolve the issue.

Step 2: Violation of AUP disregarded, not properly addressed, or continuing violation if a ticket has been disregarded, not properly addressed, or resolved by the Customer for a specified period of time: Geeks support team will turn off the public network port Access to the dedicated services may then be achieved through KVM over IP for Customer resolution. As soon as the violation is addressed, the public access shall be restored and service will continue as normal.

Step 3: Failure to address violation and resolve violation: if Customer fails to address the violation AND resolve the violation, a suspension of services shall occur. This is a last resort for Geeks and only results when the Customer completely fails to participate in Geeks' resolution process. A permanent suspension of services includes reclamation of all dedicated services and the destruction of Customer's data.

Disclaimer: Geeks retains the right, at its sole discretion, to refuse new service to any individual, group, or business. Geeks also retains the right to discontinue service to Customers with excessive and/or multiple repeated violations.