



TERMS OF SERVICE

RTG (Asia) Network (hereinafter termed the "Company" or "RTG") agrees to furnish services to the Subscriber, subject to the following Terms of Service (TOS) and Acceptable Use Policy (AUP). Please read both documents before becoming a RTG Subscriber.

The provisions of the Terms of Service (TOS) and Acceptable Use Policy (AUP) may be changed, at the sole discretion of the Company, from time to time and without previous notice to the subscriber or customer. Each Subscriber understands that changes by the Company shall not be grounds for early contract termination or non-payment.

Use of the Company's service constitutes acceptance and agreement to all of our Terms of Service and Acceptable Use Policy. Any use of our service is subject to the provisions of this contract and all terms of the Company's policies.

1. Disclosure to Law Enforcement: The Acceptable Use Policy specifically prohibits the use of our service for illegal activities (according to the laws of the country where the server providing the service is based). Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agency with competent jurisdiction who makes a written request without further consent or notification to the Subscriber. In addition the Company shall have the right to terminate all service set forth in this Agreement.

2. Payment: Establishment of this service is dependent upon receipt of the stated charges by the Company. Each additional payment is due on the anniversary day of the month for that month's service. All Payments received by the Company from its subscribers are non-refundable, unless expressly agreed upon.

3. Methods of Payment: We accept China's Alipay, China's Tenpay, MoneyBookers, Liberty Reserve and e-Gold. We also accept International Bank Transfer, Western Union including but not limited to various China's Bank Online Fund Transfer.

4. Payments and Fees: Accounts not paid by due date may be subject to a \$8.00 late fee. Service will be interrupted on accounts that reach 3 days past due. Service will only be reconnected upon receipt of all amounts due. All Subscriber's data will be destroyed after seven (7) days of non-payment.

5. Service Rates: Subscriber hereby acknowledges receipt of the nature of the service furnished and the initial rates and charges by the Company. Subscriber is aware that the Company may change the specified rates and charges from time to time at the sole discretion of the Company with prior notice to its subscribers.

6. Refund and Disputes: All billing disputes must be reported within 7 days of the time the dispute occurred to the Company. If Subscriber dispute a charge with a credit card issuer or payment processor that, in the Company's sole discretion is a valid charge under the provisions of this Agreement, Subscriber's account will be charged an "Administrative Fee" of not less than \$38.00 or 10% of the subscribed service charge, whichever is higher. All services provided will be suspended pending termination unless the disputed charge and all other fees are fully paid within 7 days.

7. Failure to Pay: The Company may, in its sole discretion, temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees or other fees as imposed by this Agreement.

8. Account Cancellation: Requests for canceling accounts must be submitted from within our helpdesk located at <http://www.rtgasia.net>. All other forms of notice will not constitute acceptance of any cancellation. All cancellations must be submitted 7 days prior to the next billing date. Account to be cancelled will be terminated within 48 hours of the receipt of the cancellation request unless otherwise requested by the Subscriber.

It is the Subscriber's responsibility to cancel any recurring payment subscription, the Company DO NOT refund any subscription received but will only credit Subscriber's account for further service.

9. Uncontrolled Interruptions of Service: Subscriber acknowledges that the services provided by the Company can be interrupted for reasons other than the negligence of the company and that damages resulting from any interruption of such service are difficult to ascertain. Therefore, Subscriber agrees that the Company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company.

Subscriber further acknowledges that the Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Subscriber for services during the period damages occurred. In no event shall the company be held liable for any special or consequential damages, loss or injury.

10. Support Boundaries: The Company provides technical support to its subscribers. When providing support, the Company proceeds according to the following guidelines:

The Company provides support related to your server or virtual site physical functioning. The Company does not offer tech support for application specific issues or any other software issue, unless the software is supplied by the Company to the Subscriber. The Company does not provide technical support for the Company's third party customers or subscribers.

The Company encourages Subscribers to contact support for assistance via our Customer Service Centre at <http://www.rtgasia.net> .

11. Internet Protocol Address Ownership: The rights to any IP address assigned to the Company's Subscriber shall belong only to the Company. The Subscriber or its customer shall have no right to use that IP address except as permitted by the Company. The Company shall maintain and control ownership of all IP numbers and addresses, and reserves the right to change or remove any and all such IP numbers and addresses.

The Company's allocation of IP addresses is limited by ARIN's new policies. These new policies state that the use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means is that name-based hosting should be used whenever possible, and the Company will periodically review IP address usage and if it finds Subscriber is not using name-based hosting whenever possible, the Company may revoke authorization to use those IP addresses.

12. Bandwidth and Disk Allocation: The Company will monitor Subscriber's bandwidth and disk usage, and shall have the right to interrupt service if a Subscriber's bandwidth or disk usage exceeds the agreed allocation.

Such corrective action may include the assessment of additional charges, disconnection or reconnection fees for any and all Services, or termination of this Agreement. If any corrective action is taken under this section, Subscriber shall not be entitled to a refund of any fees paid in advance prior to such action.

13. SPAM and Unsolicited Email: The Company takes a zero tolerance approach to the sending of unsolicited ads or emails (SPAM) over its network. Subscribers of the Company:

May not use or permit others to use the Company's network to transact SPAM, may not host, or permit hosting of, sites or information that is advertised by SPAM from other networks.

When an alleged violation of the Company's SPAM policy is reported, the Company may temporary restrict Subscriber's access to its network to prevent further violations, may restrict or suspend Subscriber's account pending investigation. Subscriber's account WILL BE TERMINATED if the allegations are found to be true and any fees paid in advance prior to such action will not be refunded.

14. System Security: Subscribers and its customers are prohibited from violating or attempting to violate the integrity and security of the Company's servers, system, or network. The Company will investigate reported occurrences and may contact and cooperate with law enforcement authorities to prosecute Subscribers and its customers who are believed to be involved in such violations.

By using the Company's services and systems, the Subscriber agrees not to:

- 1 Access data, or log into a server or account, which such User is not authorized to access.
- 1 Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures.
- 1 Attempt to interfere with service to any user, host or network, including but not limited to "overloading", "flooding", "mail bombing", or "crashing".
- 1 Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- 1 Take any action in order to obtain services to which such User is not entitled.

15. Violation of Policies: If inappropriate activity is detected, all services of the Subscriber in question will be suspended pending further investigation.

Violations may be handled by any of the following corrective actions, as well as to any other actions listed in this Agreement or Acceptable Use Policy:

- 1 Warning the Subscriber for the violation.
- 1 Temporary suspension of service pending Subscriber's assurance to refrain from any further violations.
- 1 Immediate termination of service without further notice.

The Company reserves the right, to drop any section of IP space involved in any violation of this Agreement or Acceptable Use Policy if it appears that the offending activity is causing harm to other parties on the Internet.

In addition to the above actions, any violation of this Agreement or Acceptable Use Policy may result in a penalty fee of \$38.00 charged to the account of the Subscriber, at the sole discretion of the Company. Any further violation will result in an immediate termination of service.

The Company reserves the right to pursue civil remedies for any costs and/or damages associated with the investigation and correction of any policy violation.

16. Suspension of Service or Cancellation: The Company reserves the right to suspend network access to any Subscriber if, in the sole judgment of the Company, the Subscriber's server is the source or target of the violation of any of the other terms of the Company's Terms of Service or Acceptable Use Policy. Prior notification to the Subscriber is not assured but will be given whenever possible.

17. Indemnification: By agreeing to the Company's Terms of Service and Acceptable Use Policy, and/or using the Company's services, Subscriber agrees to indemnify the Company for any violation that results in a loss to the Company or the bringing of any claim against the Company by any third-party, including any damages to the Company, any awards against the Company, plus all costs and attorney's fees.

18. Sub-Networks and Resellers of the Company's Services: The Terms of Service and Acceptable Use Policy must be followed by all Sub-Networks and Resellers of the Company's services. Failure to follow any term or condition will be grounds for immediate termination of the Company's services.

Sub-Networks and Resellers of the Company are responsible for insuring the actions of their customers do not violate these Terms of Service. The Company recommends implementing similar or stricter Terms of Service on their clients.

19. Responsibility for Content: The Company is not responsible for the material input by others and not posted to its Network by the Company. The Company is not responsible for the content of websites linked to the Company's Network; links are provided as Internet navigation tools only. Subscriber is solely responsible for the content stored and served on the Company's server.

21. Waiver: A waiver by the Company of, or failure to act on, any breach of any provision of this Terms of Service or Acceptable Use Policy shall not operate as, or be construed as, a continuing or subsequent waiver of any other breach of any provision thereof, or as a waiver of any legal right or remedy.

22. Transfer or Assignment: Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company.

The Company may assign Agreement at anytime without consent from or notice to Subscriber. The Company reserves the right to cancel Subscriber's rights under this agreement at anytime without further obligation.

23. Denial of Service: We reserve the right to refuse service to anyone at any time without assigning any reason whatsoever.

Updated 18th May 2008