

# **EXHIBIT 9**

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Hosting Solutions

Technology

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# Terms of Service

## Terms of Service

This agreement and all other agreements and policies incorporated by reference (together the "Terms of Service") is entered into between The ServInt Corporation ("ServInt," "we" or "us") and the person or entity purchasing or using our services ("customer," "you" or "your"). It is effective on the date set out below.

### 1. Services

- a. Throughout this Agreement, our products and services are referred to as "Service" or "Services."
- b. The pricing, features and term of the products and services you purchase from us are set out on the web page on which the particular products and/or services are described (the "Description Page"). The Services are provided to you based on the Description Page as of the Effective Date. The Effective Date is the date service is initiated. The Description Page may change during the Term. We are only obligated to provide to you the Services as set out on the Description Page on the Effective Date. ServInt offers Customers the ability to upgrade the Services. At the time your upgrade order is processed, you are bound by the terms and conditions of that particular Service, for the Term of that Service.
- c. We will use commercially reasonable efforts to make the Services available to you. We reserve the right to modify the Services, or the way in which we provide them to you, should:
  - i. A third party vendor cease making a critical aspect of the Services available to us;
  - ii. The Services be prohibited by law or regulation; and/or
  - iii. It becomes uneconomical for us to continue to provide them to you.
- d. The Services may contain software, hardware or services provided by third parties (the "Third Party Vendors"). Third Party Vendors may have reserved the right to make changes to the way they provide their products. These changes may materially affect the Services. You may not terminate this Agreement because of those changes.
- e. Co-management of the server
 

If set out on the Description Page, you will have access to the server or servers used to provide the Services to you.
- f. Configuration and Support
 

The Services are provided to you in a standardized manner. Should you wish to use the Services in a particular manner, it is your responsibility to configure the Services. Any custom configuration may not affect our operation of the network, our

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[Safe Harbor](#)

## Hosting Solutions

### VPS

Our most growth-friendly platform. Easy to scale, easy to manage, and perfectly sized to meet all of your requirements. Available with **SolidFire SSD** or **standard mechanical drive storage**.

### Flex Dedicated

Enterprise-class hardware combined with ServInt's hands-on support, entirely and exclusively dedicated to powering your business.

### Bare Metal Servers

The OS you need on the network you trust. Powerful dedicated servers, custom-designed for customers with specific OS requirements.

### Jelastic - Java/PHP PaaS

Auto-scaling cloud hosting for any Java or PHP app. Cost-effective, and incredibly easy to deploy.

provisioning of the Services of other customers, and is otherwise subject to our approval.

g. Shared Hosting Services

- i. Our Shared Hosting Services are subject to capacity controls and CPU usage restrictions. If your use of the server, bandwidth or memory exceeds that of a similarly situated customer, this Agreement may be terminated by us, or your service may be suspended until you mitigate your excess use of our resources.
- ii. You may not run background or other processes that consume excess resources. This Agreement may be terminated by us, or your service may be suspended, until you remove the program running the background processes.

h. Virtual Private Servers

- i. Our Virtual Private Servers Service is subject to capacity controls and CPU usage restrictions. If your use of the server, bandwidth or memory exceeds that of a similarly situated customer, this Agreement may be terminated by us, or your service may be suspended until you mitigate your excess use of our resources.
- ii. You must use our Virtual Private Servers Service in a responsible manner. In particular, your use may not disrupt other users of the Service, or our network. If your use does in fact cause such disruption, we may require you to modify your use of the Virtual Private Servers Service, or discontinue use of the Service altogether until such time as your use does not cause such interference.

i. Backup Services

- i. The Description Page on which the features of Backup Services are set out is a summary of the features and aspects of the Backup Services. While we have designed the Backup Services in a general manner, it is your responsibility to configure the Backup Services to serve your unique needs.
- ii. Backup Services are provided on an as-is and as-available basis, as a supplement to, and not in lieu of your own backup programs. While we will use commercially reasonable efforts to ensure the effective operation of our Backup Services, you expressly agree that no backup program or service is error-free or fail-safe.
- iii. The Backup Services may be used to restore your data. However, restoring your data does not always result in the data retaining the same or a similar configuration. When we restore your data, it may be necessary for you to make changes to it.
- iv. Backup Services are designed for disaster recovery. Should you, or a third party, request that the data held by us as a result of the Backup Services be used for a purpose other than disaster recovery, for example in litigation, we have no obligation to provide the data to you. Should we determine, in our sole and exclusive judgment, to provide the data to you, or should your data be subpoenaed or disclosure of it otherwise compelled, it will be provided at our convenience and you will be charged our prevailing hourly rate. You will also be responsible for any attorney's fees we incur in reviewing, responding to, or producing your data. You may also be required to pay us a retainer to secure your obligations.

j. Software

- i. The Services may come pre-configured with software owned by a Third Party (the "Third Party Software"). If you represent to us that you already have a license to use the Third Party Software, we may require you to provide us with evidence of this license. You agree to comply with your license agreement while using the Third Party Software.
- ii. If you do not have a license to use the Third Party Software, you agree to comply with the terms of any license that is required for you to use the Third Party Software.

k. Patching

You may choose to have us provide software updates, upgrades, bug fixes or enhancements offered by licensors' Third Party Software (the "Patches"). We have no liability whatsoever for the consequences resulting from installation of the Patches, or any attempt by us to install the Patches. It is your sole and exclusive responsibility to determine if installation of the Patches will damage your data, or otherwise affect the operation of the Services, as provided to, or used by, you.

l. IP Address

The Services may include an IP Address. This IP Address is leased to you by us. We may change this IP Address at any time. The IP Address is not transferable. Upon the Termination of this Agreement, you must cease using the IP Address.

## 2. Fees

- a. Fees are set out on the Description Page (the "Fees"), and are due as set out thereon (the "Due Date"). Unless set out on the Description Page, Fees are due monthly.
- b. Fees are not refundable for any reason, other than in the case of our breach.
- c. We are only obligated to provide the Services to you upon payment of the Fees. If you have not paid the Fees by the Due Date, we may terminate this Agreement, or suspend the Services, without notice, at our sole and exclusive discretion. If you fail to pay the Fees on the Due Date, we may charge you interest in the amount of 2.0% per month (or the highest rate allowed by law) and collection charges (including, but not limited to attorney's fees).
- d. If we suspend the Services for a reason within your control, the Fees will continue to Accrue.
- e. Your use of the Services may be contingent on payment of fees to Third Parties. If you fail to pay these fees when due, your use of the Services may be suspended, disrupted or terminated.
- f. If you dispute a Fee charged by us to you, you must contact us prior to the Due Date. Upon your presentation to us of written documentation supporting your view of the dispute, we will temporarily suspend the Fees in dispute. You remain responsible for any Fees not reasonably within the scope of the dispute. If we disagree with your view of the dispute, we will provide you with evidence of our view. If, within 15 days of our presentation of our evidence, you continue to dispute your obligation to pay the Fees, with our agreement you may place the Fees in escrow with a reputable escrow company, and pursue your available rights. We are only obligated to continue to provide the Services to you during a Fee dispute, if you place the disputed Fees in escrow, and provide us with written evidence of this escrow. You may not dispute Fees due a Third Party.

### 3. Term

Unless set out on your Order Form the term of this Agreement is month-to-month (the "Term"). If you purchase multiple Services, the Term of this Agreement is for the length of time during which we agree to provide the individual Services to you.

### 4. Termination

- a. Either of us may terminate this Agreement by providing the other with written notice of intent to terminate (a "Termination Notice"). You must provide us with written notice of your intent to terminate this agreement no less than thirty days prior to the renewal of your Service.
- b. Either of us may terminate this Agreement by providing the other with written notice of a material breach. The written notice must contain sufficient facts from which the non-breach party may identify the alleged cause of the breach, and take steps to cure such a breach. Upon delivery of the notice of material breach, the party of alleged breach shall have ten calendar days during which the breach may be cured. If the material breach is incapable of cure, the non-breaching party may terminate this Agreement immediately.
- c. We may terminate this Agreement, or a particular Service, immediately upon your violation of any of the policies incorporated into this Agreement; your violation of any licenses with Third Parties; or your bankruptcy.
- d. Upon termination of this Agreement, your data will be deleted. Any data present on our backup servers will be overwritten. We shall have no obligation whatsoever to provide data to you upon termination of this Agreement.
- e. If the Services are terminated based on your failure to pay the Fees when due or a breach of any of our Agreements, we may charge you a reconnection fee.

### 5. Warranties

- a. Mutual Warranties: each party has the power, authority, and legal right to enter into this Agreement; each party has the power, authority, and legal right to perform their obligations under this Agreement.
- b. We warrant that we will perform in a competent manner.
- c. You represent and warrant to us that:
  - i. you have the experience and knowledge necessary to use the Services;
  - ii. you will comply with the terms of any licenses required for your use of Third Party Software;
  - iii. you will draft end user agreements with terms that are no less restrictive than the terms of our Acceptable Use Policy (AUP) to your customers
  - iv. you own the entire right, title and interest to, or have an appropriate license to use all materials provided to us, or which may be accessed or transmitted using the Services;
  - v. your end users have warranted that they own the entire right, title and interest to, or have an appropriate license to use all materials provided to you, or which

may be accessed or transmitted using the Services, and have agreed to indemnify us if they do not.

## 6. Disclaimers

THE SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. OTHER THAN AS EXPRESSLY SET OUT IN PARAGRAPH 5(a), WE HAVE NOT, AND DO NOT, MAKE ANY WARRANTIES WHETHER EXPRESS OR IMPLIED. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY AND TITLE. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE ARE NOT LIABLE, AND EXPRESSLY DISCLAIM ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO, OR FROM, YOU OR STORED BY YOU OR AN END USER VIA THE SERVICE PROVIDED BY US. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES REGARDING SERVICES PROVIDED BY THIRD PARTIES, REGARDLESS OF WHETHER THOSE SERVICES APPEAR TO BE PROVIDED BY US. NO WARRANTIES MADE BY THESE THIRD PARTY ENTITIES TO US SHALL BE PASSED THROUGH TO YOU, NOR SHALL YOU CLAIM TO BE A THIRD PARTY BENEFICIARY OF SUCH WARRANTIES. SOME STATES DO NOT ALLOW US TO EXCLUDE CERTAIN WARRANTIES. IF THIS APPLIES TO YOU, YOUR WARRANTY IS LIMITED TO 90 DAYS FROM THE EFFECTIVE DATE.

## 7. Limitation of liability

- a. We are not liable to you, or any third parties, for harm caused by or related to the Services, or your, or a third party's, inability to utilize the Services, unless it is caused by our sole and exclusive gross negligence.
- b. We are not liable to you, or any third parties, for lost profits, whether direct or indirect, special or incidental, consequential or punitive, or damages of any kind. This paragraph applies whether or not such potential liability was known to us, or should have been known.
- c. Our maximum aggregate liability for any claims made pursuant to, based on the Services, Third Party Vendors, under any theory of law, is the amount paid by you for the Services for the month prior to the occurrence of the event or events giving rise to the claim.

## 8. Indemnification

- a. Each party agrees to indemnify and hold harmless the other, its affiliates and their 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, and expenses, of any kind, brought by a third party under any theory or finding of liability arising out of, or related to, the indemnifying party's actual or alleged infringement or misappropriation of a third party's copyright, patent, trademark or other proprietary right.
- b. You agree to indemnify, defend and hold us harmless, including, but not limited to our 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) your use of the Services (ii) any violation by you

of the AUP; (iii) any breach of any of your representations, warranties or covenants contained in this Terms of Service (TOS); or (iv) any acts or omissions by you. The terms of this section shall survive any termination of this TOS. For the purpose of this paragraph only, the terms used to designate you include you, your customers, visitors to your website, and users of your products or services, the use of which is facilitated by us.

## 9. Licenses and Intellectual Property

- a. You may be required to agree to Third Party Vendor licenses in order to use the Services. You agree to preserve and not obscure trademark, copyright and other indications of intellectual property ownership placed on any software, hardware provided to you, or displayed during your use of the Services.
- b. You must have a valid license to use the software you place on our equipment. You agree to provide us with evidence of this license upon our request.
- c. If we license software to you, that license terminates upon the Termination or expiration of this Agreement.
- d. You are responsible to us for any unauthorized installation, use, copying, access or distribution of the Services if you fail to: include in your customer agreements terms and conditions that are similar to but no less restrictive than those set out herein, or incorporated by reference; and, if your customers resell our Services, require your resellers to include in their customer agreements, terms and conditions that are substantially similar to but no less restrictive than those set out herein, or incorporated by reference.
- e. Any information provided to us in connection with your use of the Services shall be provided by you on a non-confidential basis. Such information shall be considered non-confidential and our property. By submitting any such information to us you agree to a no-charge assignment to us of all worldwide rights, title, and interest in copyrights and other intellectual property rights to the information. We shall be free to use such information on an unrestricted basis. This paragraph is expressly limited to information you provide to us to troubleshoot and/or enhance the Services provided to you. It excludes any information you place on our equipment using the Services ("Your Information"). We shall have no ownership interest in Your Information, and between ServInt and you, you shall be the exclusive owner of Your Information.

## 10. General

### a. Notices

All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed given upon (i) confirmation of receipt by the addressee by a standard overnight carrier, or (ii) the expiration of five (5) Business Days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following address:

The ServInt Corporation  
12001 Sunrise Valley Drive  
Suite 350  
Reston, VA 20191  
Fax: 703 -847-1383

### b. Force Majeure

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's

reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, fire, epidemics, interruptions of telecommunications providers, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. Notwithstanding the above, in the event Force Majeure has prevented us from performing our obligations under this Agreement for one month, you shall be entitled to terminate this Agreement at no additional cost. The party affected by the Force Majeure shall notify the other party as soon as possible, but in no event less than ten days from the beginning of the Force Majeure event.

c. Choice of Law, Jurisdiction and Venue

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Virginia, United States of America, as if performed wholly within the state and without giving effect to its principles of conflict of law. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. The parties agree that jurisdiction and venue shall be proper before the U.S. District Court for the Eastern District of Virginia in Alexandria, Virginia, and not to contest notice from that court.

d. Waiver

No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

e. Assignment

Neither this Agreement nor any rights under this Agreement, except in the case of Company, other than monies due or to become due, shall be assigned or otherwise transferred by you (by operation of law or otherwise) without our prior written consent. This Agreement shall bind and inure to the benefit of the corporate successors and permitted assigns of the parties.

f. Severability

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.

g. No Agency

This Agreement does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall not assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

h. Survival

Sections 6, 7, 8, 9(d), 10(a),(c), (d) and (f) shall survive the termination of this Agreement.





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# Acceptable Use Policy

and Information Request Policy

## Acceptable Use and Information Request Policy

Version 4.0.1

### 1. Introduction

The conduct and use of the services (Service(s)) provided by The ServInt Corporation (we, us or our) to its customers, their customers (End Users), and any other entity using our Services, or requesting information from us, (collectively “you” or “your”) is governed by this Acceptable Use and Information Request Policy (AUP). We have established this AUP to provide you with guidance about permitted uses of our Service. If you are purchasing our Services, either directly, or as an End User, it is part of your contract with us.

This AUP is designed to provide you with information about our policies should you believe that one of our customers, or their End Users, is engaging in conduct that is prohibited by law, or otherwise objectionable. Should you wish to contact us, please use the addresses listed in the appropriate section of this AUP. We are not required to respond to inquiries that do not follow this AUP.

### 2. This AUP may change

We reserve the right to modify, update and/or materially change this AUP without notice to you. If you purchase our Services, and such a change materially affects your use of the Services, you may terminate your Agreement with us. The definition of “materiality” is set out in our Terms of Service (TOS).

### 3. You must flow down this AUP to your End Users

If you purchase Services from us, you must have an acceptable use policy no less restrictive than our AUP. If you choose to copy this AUP into your agreement, you must acknowledge in your agreement that we are the sole owners of this AUP and that it has been copyrighted by us. You agree to indemnify us should you fail to comply with this paragraph. However, even if you include this AUP in your agreement with your End Users, you remain responsible for their conduct, and agree to indemnify us and our third party vendors from any claims made against us based on their conduct.

It is very important that your review the terms of our TOS. Many of our third party vendors require you to flow down provisions of their agreements to your End Users. You agree to indemnify us, and/or our third party vendors, should your failure to flow down these provisions result in a claim against either of us.

### 4. Your use of the Services must be lawful

You may not use our Services to contravene the laws of the United States, or any other jurisdiction in which you use or access our Services. It is important that you consider your use of our Services prior to accepting our TOS. You may not terminate the TOS if it is determined that your use of the Services is contrary to law or this AUP.

### 5. Specific Prohibited Uses

#### a. SPAM - Unsolicited Commercial email

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## Hosting Solutions

### VPS

Our most growth-friendly platform. Easy to scale, easy to manage, and perfectly sized to meet all of your requirements. Available with [SolidFire SSD](#) or [standard mechanical drive storage](#).

### Flex Dedicated

Enterprise-class hardware combined with ServInt's hands-on support, entirely and exclusively dedicated to powering your business.

### Bare Metal Servers

The OS you need on the network you trust. Powerful dedicated servers, custom-designed for customers with specific OS requirements.

### Jelastic - Java/PHP PaaS

Auto-scaling cloud hosting for any Java or PHP app. Cost-effective, and incredibly easy to deploy.

You must comply with the CAN-SPAM law. If you are unsure of the provisions of this law, please click here

[<http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>].

You must also send email in a way that respects the stability of our network, and allows other customers to use the Services. If we determine that your use of email affects our network or our other customers, in a material, adverse manner, we may suspend your account until such time as you have agreed to modify your behavior. While your account is suspended, Fees will continue to accrue.

**b. Copyright Infringement - Digital Millennium Copyright Act (DMCA)**

Use of our Services requires that you honor and respect U.S. copyright law. You may not use our Services to infringe anyone else's copyright, including the hosting of or direct linking to a torrent or warez site. While we understand that there are often differences of opinion about copyright law, the DMCA provides us with no discretion when an entity alleges copyright infringement.

The steps necessary to file a DMCA complaint, respond to such a notice, and other steps in the DMCA process are here: [<http://www.copyright.gov/legislation/pl105-304.pdf>].

Our designated agent for receipt of DMCA notices is:

Christian Dawson  
The ServInt Corporation  
12001 Sunrise Valley Drive  
Suite 350  
Reston, VA 20191  
Fax: (703) 847-1383

**c. Trademark Infringement**

Use of our Services requires that you honor and respect U.S. trademark law. You may not use our Services to infringe anyone else's trademark rights. Trademark infringement includes, but is not limited to, displaying another entity's trademark on your website, using trademarked words in meta tags and other text based aspects of your website, and selling or distributing goods that you do not have a right to sell. For the avoidance of doubt, it is a violation of this AUP to use our Services to sell "grey market" goods.

We will take action on a notice of trademark infringement that includes the following:

- i. The name of the owner of the trademark;
- ii. The U.S. registration number of the trademark;
- iii. The website on which the trademark infringement is alleged to occur, and each url on which an instance of infringement is present;
- iv. The mailing and email address and a working telephone number of the entity or person providing notice of infringement; and
- v. A statement that the use of the trademark in this manner is unauthorized and infringing.

Please direct your trademark infringement complaint to:

Network Abuse Admin  
The ServInt Corporation  
12001 Sunrise Valley Drive  
Suite 350  
Reston, VA 20191

Email: [admin@servint.com](mailto:admin@servint.com)  
Fax: (703) 847-1383

**d. Content prohibited by law**

You may not use our Services to distribute, advertise, disseminate, link to content that contains, describes, or refers to child pornography, bestiality, child erotica, gambling, pyramid or "multilevel marketing" schemes, or any other content prohibited by U.S. law.

We will take action on a notice of prohibited content that includes the following:

- i. The name of the website on which the prohibited content is alleged to reside, and each url on which an instance of the content is present;
- ii. The mailing and email address and a working telephone number of the entity or person providing the notice; and
- iii. The date on which the prohibited content was observed.

**e. Export and import of the Services**

It is your obligation to determine whether your use of the Services is considered to be an export under the laws of the U.S., and further, whether such a use is prohibited by U.S. export laws, or the import laws of the country in which the Services are used. For more information about U.S. export laws, follow this link: [<http://www.export.gov/regulation/index.asp>]

**f. IRC**

No connections to IRC or IRC-like servers or hosts may be made using our Services. IRC related programs, including, but not limited to, clients, bots, and servers, may not be run using our Services. You may not advertise or link to IRC servers using the Services.

**g. Monitoring other's use of Services**

You may not engage in probes, port-scans, sweeps or spoofing of systems. We will report this activity to the appropriate law enforcement entity. We may engage in this activity, as allowed by law.

**h. Server and network stability**

We have optimized our servers and network for the Services we offer. These Services are used by more than one customer. If we determine that your use of the Services endangers our servers, network or other aspects of our infrastructure, we may suspend your account. We reserve the right to take this action even if your use of the Services is otherwise legal. Your account will remain suspended, and Fees will continue to accrue during this suspension. It is your obligation to determine whether your use of the Services will adversely affect our servers, network and/or infrastructure. You may not terminate the TOS if your use of the Services is suspended by application of this paragraph.

**i. Network unfriendly activity**

ServInt reserves the right to disallow activities that negatively impact network operations. This includes but is not limited to the running of applications or processes that require resources in excess of what the package allows. One example of this is the running of open proxies on ServInt's Enterprise VPS line.

**6. Accurate information / Confidentiality**

Providing us with accurate information not only makes it easier for us to contact you, but it also speeds our response to any complaints or issues you present to us. It is your obligation to provide accurate, updated, information to us.

Customer information is confidential. Third parties who contact us may request that their correspondence be kept confidential. However, our obligation to keep this third party correspondence confidential will only be pursuant to a mutually agreed-upon non-disclosure agreement, this agreement or law.

**7. Cooperation with Law Enforcement**

We choose, and in some cases are obligated, to comply with legitimate requests from law enforcement and other governmental entities for information about you. When possible, we will give you notice of these requests. However, in most cases, we are prohibited from giving you notice. This prohibition may be express, or based on our reasonable interpretation of the law. By providing us with information, both directly, and as a result of your use of the Services, you agree to this paragraph.

Requests for information from law enforcement entities must contain the following:

- i. The name, address and email address of the individual to whom the information will be sent;

- ii. A copy of the warrant or subpoena that has been signed by the relevant judicial entity;
- iii. If the request is an administrative request, the request must cite the law pursuant to which the request is made, and must be physically signed by the requestor; and
- iv. A date by which a response is requested, which must be at least ten days from the date on which the request is received by us.

Requests for information from law enforcement must be directed to:

Network Abuse Admin  
The ServInt Corporation  
12001 Sunrise Valley Drive  
Suite 350  
Reston, VA 20191

Email: [admin@servint.com](mailto:admin@servint.com)

Fax: (703) 847-1383

#### **8. Other Requests for Information**

If you believe that we have information that is relevant to a legal action in which you are involved, it is important that you contact us prior to requesting the information. The Services are not designed to serve as a repository of your information, and we are not in the business of providing litigation support. It can be time consuming and expensive for us to respond to requests for information. We are generally under no legal obligation to provide information to civil litigants. If you request, or demand, information from us, we will charge you for our response. All charges will be based on our current administrative fee, and will include any fees charged to us by our attorney to respond to your request. You may be required to pay these charges up front before we will produce information.

Requests for information from non-law enforcement entities must contain the following, and are not confidential:

- i. The name, address and email address of the individual to whom the information will be sent;
- ii. A copy of the complaint or other document, indicating a filed and pending litigation matter, that has been file stamped or otherwise endorsed by a judicial or administrative body;
- iii. Citation of the law pursuant to which a response by us is compelled;
- iv. A date by which a response is requested, which must be at least ten days from the date on which the request is received by us; and
- v. The following statement: "I agree that I am responsible for, or am authorized by my client to incur, any and all charges associated with The ServInt Corporation's response to this request, and that any response is not confidential."

Requests for information from non-law enforcement entities must be directed to:

Network Abuse Admin  
The ServInt Corporation  
12001 Sunrise Valley Drive  
Suite 350  
Reston, VA 20191

Email: [admin@servint.com](mailto:admin@servint.com)

Fax: (703) 847-1383

#### **9. All Other Requests**

All other requests, or notices that the Services are being used in violation of this AUP or law, must contain the following, and are not confidential:

- i. The name, address, email address, and a working telephone number of the individual making the allegation;
- ii. The website against which the allegation is made, and all urls supporting the allegation; and

iii. The date on which the violation was observed.

These requests must be directed to:

Network Abuse Admin  
The ServInt Corporation  
12001 Sunrise Valley Drive  
Suite 350  
Reston, VA 20191

Email: [admin@servint.com](mailto:admin@servint.com)  
Fax: (703) 847-1383



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