

This agreement represents the complete agreement and understanding between Chipco Computer Inc. (hereinafter called Chipco) and the account holder (hereinafter called Customer) and supersedes any other written or oral agreement. Upon notice published online via Chipco services, Chipco may modify these terms and conditions, and/or modify the prices, as well as discontinue or change services offered.

If you do not agree to these terms and conditions, please notify our Internet Services Department at 1-888-322-4472 ext. 1501 so we can initiate the closure of your account. USE OF YOUR ACCOUNT shall constitute your approval.

1. Chipco makes no warranties of any kind, whether expressed or implied, for the service it is providing. Chipco also disclaims any warranty of merchantability or fitness for a particular purpose. Chipco will not be responsible for damages the customer suffers. This includes loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions caused by its own negligence, subscriber's errors or omissions, or due to the fault of third parties.
2. Credit Card transactions that are submitted by Chipco to a payment processor for the Customer as a result of business transactions on the Customer's service are the full responsibility of the Customer. This includes, but is not limited to, collecting funds, fraud prevention, depositing funds, and charge disputes.
3. Online orders placed on the Customer's Virtual store service will be dropshipped by Chipco for the Customer if the order's payment is approved either by the Customer's selected payment processor or by the Customer. The Customer agrees to pay for all dropshipped orders regardless of the ability of the Customer to receive payment.
4. Product dropshipped to the Customer's clients will be the responsibility of the Customer. All products will retain their Chipco Warranty Terms and Conditions, but the replacement or refund of products must be handled directly by the Customer unless prior written agreements have been made with Chipco to outsource these services.
5. Services provided to the Customer by Chipco may only be used for lawful purposes. Transmission or publication of any information, data or material in violation of any U.S. Federal or state regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trade secret or any other statute, threatening material or obscene material. Chipco reserves the right to remove any and all materials which infringe on copyright work. Such materials will be removed at any time upon receiving a complaint and or notice of copyright infringement.
6. Customer agrees to defend, hold harmless and expeditiously indemnify Chipco from any liability, claim, loss, damage or expense arising out of the indemnifying party's breach or violation of any covenant contained in this Policy and resulting from the Customer's use of the service.
7. Chipco accounts cannot be transferred or used by anyone other than the subscriber. Customers may not sell, lease, rent or assign the connection or parts of the connection to any party not named in this Policy. Customer may allow ftp access to its server and host websites for its customers without violating this Policy.
8. Chipco reserves the right to cancel service for any reason without prior notice. In case of cancellation, unused fees may be returned to the subscriber on a pro-rata basis. Fees for setup and the current month's service are not refundable.

If a customer re-registers after Chipco's cancellation of the account without Chipco's written consent, Chipco will cancel Customer's account and all dues and fees paid to date regardless of whether service has been rendered will be forfeited. Additionally, any amounts due will be immediately payable.

9. Setup fees are not refundable.
10. At the time of account cancellation, a Cancellation Code will be provided. If accounts are billed in error after the Cancellation date, credits will only be issued with a valid Chipco Cancellation Code.

If cancellation is done in writing, it will be the responsibility of the Customer to contact Chipco for the Cancellation Code.

11. Additionally, CUSTOMER agrees not to utilize the Chipco service, equipment or email address in connection with the transmission of the same or substantially similar unsolicited message to 50 or more recipients or eight or more newsgroups in a single day. CUSTOMERS responsible for violating this clause of the Chipco Acceptable Use Policy will be fined \$200 per message. Payment by CUSTOMER under this provision shall not prevent Chipco from seeking other legal remedies against CUSTOMER.
12. Customer agrees not to transmit, promote, or otherwise make available any software, product or service that is either illegal or designed to violate this Agreement. Such software, products or services include, but are not limited to, programs designed to send unsolicited advertisements (i.e. "spamware") and services which send unsolicited advertisements.
13. Chipco requires that its agreements be made with a person who is qualified to contract. As such, subscriber must be over the age of eighteen (18) years. Otherwise, a parent or guardian must accept this agreement and enclose the proper payment. Chipco cannot accept payments from persons who are not at least eighteen (18) years of age, nor can we accept agreements from persons who are not at least eighteen (18) years of age.
14. Customer shall ensure that its use of Chipco's network services shall not disrupt Chipco, its associated networks or equipment forming part of the systems. In instances in which an excessive amount of system resources are utilized by a subscriber, Chipco reserves the right to place CPU process limits on the Customer's account to prevent disruption of service to other customers. Customers shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof. No message may be mass distributed, "broadcast," or otherwise sent on an intrusive basis to any Chipco user or to any directly or indirectly attached network. Use of Chipco's connection in a manner that is disruptive, damaging, unlawful, offensive, or intrusive as determined by Chipco shall be considered a breach of this Policy and may result in cancellation of service. This prohibition extends to sending of unsolicited mass mailings from another service which in any way implicates the use of Chipco's service, Chipco's equipment or any site hosted on any Chipco network.
15. Customer warrants that any material submitted for publication on Chipco does not violate or infringe any copyright, trademark, patent, statutory common law or proprietary interest of others or contain anything obscene or libelous. Chipco reserves the right to remove any and all materials which infringe on copyright work. Such materials will be removed at any time upon receiving a complaint and or notice of copyright infringement.
16. If Chipco becomes aware of material that could be infringing on a third party's copyright, it will initiate an investigation. To conduct an investigation of copyright infringement, the Complainant must submit at least two items. First, Complainant must submit a claim in writing with the applicable copyright or trademark registration number and a copy of the underlying copyrighted work along with the Customer's materials. Second, Complainant must offer a good faith certification signed under penalty of perjury. This certification must state that the work is the property of the Complainant, that the work has been copied and that use of the work is not defensible. With this information in-hand, Chipco, at its discretion, may, at any time deny access to the challenged material of Customer.
17. Use of other organizations' networks or computing resources is subject to their respective permission and usage policies.
18. For all new domains, there is a yearly non-refundable registration fee. Chipco will automatically pay this fee as well as all annual non-refundable renewal fees on your behalf while your Chipco account is active and current. These fees will appear on your billing statement unless prior arrangements are made with our Internet services department.
19. Use of Chipco's hosting services could involve listing subscriber's participation in relevant directories, and subscriber expressly grants permission for such listings.

20. Each plan is subject to a surcharge in the event bandwidth usage exceeds the allotted bandwidth for that plan. Customer is responsible for charges related to bandwidth exceeding the plan's allotted data transfer.
21. Any party seeking to report any potential violations of this Agreement may contact Chipco via email at webmaster@chipcocomputer.com.
22. Transferring your domain to another provider does not constitute canceling your Chipco account. You must notify Chipco to formally cancel your account with Chipco to avoid further charges.
23. On occasion, Chipco may have a need to communicate with its customers through email issues related to billing, as well as changes, additions and modifications to the network. It is the responsibility of the customer to check email sent to the primary email address on the account.
24. It is the responsibility of the customer to contact Chipco of any changes to their account, such as phone number, address, credit card information, etc. Customers will be required to provide verification for security purposes authorizing them to make any changes to that account.