IFastNet LTD — Terms of Service

Generated 17 October 2026 from the current published Terms at https://ifastnet.com/terms.php.
This document reproduces the Terms as published on that date. The version on the website is always authoritative; where this PDF and the website differ, the website applies.

---

1. ACCEPTANCE OF TERMS

IFastNet LTD (from now on named "IFastNet") welcomes you.

IFastNet provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. In addition, when using particular IFastNet owned or operated services, you and IFastNet shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time.

All such guidelines or rules (including, but not limited to our Spam Policy) are hereby incorporated by reference into the TOS. IFastNet may also offer other services that are governed by different Terms of Service.

2. DESCRIPTION OF SERVICE

IFastNet provides users with access to a rich collection of resources, including various communications tools, forums, shopping services, search services, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed (the "Service").

You also understand and agree that the Service may include advertisements and that these advertisements are necessary for IFastNet to provide the Service. You also understand and agree that the Service may include certain communications from IFastNet, such as service announcements, administrative messages and the IFastNet Newsletter, and that these communications are considered part of IFastNet membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new IFastNet properties, shall be subject to the TOS.

You understand and agree that the Service is provided "AS-IS" and that IFastNet assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

You also agree to:

a. provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and

b. maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or IFastNet has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IFastNet has the right to suspend or terminate your account and refuse any and all current or future use

of the Service (or any portion thereof).

IFastNet is concerned about the safety and privacy of all its users, particularly children. Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Service areas and/or Content (as defined in Section 6 below) are appropriate for your child.

4. IFASTNET PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at https://ifastnet.com/privacy.php. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by IFastNet and its affiliates.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to:

a. immediately notify IFastNet of any unauthorized use of your password or account or any other breach of security, and

b. ensure that you exit from your account at the end of each session. IFastNet cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not IFastNet, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. IFastNet does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, pornographic, indecent or objectionable.

Under no circumstances will IFastNet be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

Utilization of the myownfreehost product requires any abuse emails to be forwarded to abuse@ifastnet.com, or abuse tickets escalating. Failure to comply is a gross violation of these Terms.

You agree to not use the Service to:

1. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

2. harm minors in any way;

3. impersonate any person or entity, including, but not limited to, an IFastNet official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

5. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

6. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; This includes linking to or redirecting to any content or copyright files hosted on a 3rd party resource / servers.

7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose (please read our complete Spam Policy);

8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

9. upload, post, email, transmit or otherwise make available any material that is of broadcast / streaming types.

10. upload, post, email, transmit or otherwise make available any material that is of keylogging / proxy service / irc / shell(s) of any type / file hosting / file sharing types.

11. upload, post, email, transmit or otherwise make available any material on free hosting accounts that is of pornographic nature. This excludes premium paid hosting accounts (cPanel/WHM hosting accounts).

12. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

13. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

14. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

15. "stalk" or otherwise harass another; and/or

16. upload, post, email, transmit or otherwise make available material for the purposes of file distribution, relay, or streaming reasons.

17. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs 1 through 16 above.

USE OF COPYRIGHT MATERIAL AND PROOF OF OWNERSHIP OF CONTENT

Sites must not contain Warez, copyright or other illegal material including links or redirects to copyright material hosted on 3rd party websites / resources. The onus is on you the customer to prove that you own the rights to

publish material, not for IFastNet to prove that you do not. IFastNet does not allow the propagation or distribution of copyright material, files or warez under any circumstances.

ACCEPTABLE SERVER RESOURCE USE

Sites must not use excessive amounts of server resources. These include bandwidth, processor utilization and / or disk space. Please see the 'High Resource Use Policy' in the General Terms and Conditions.

SCRIPT USAGE TERMS

Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed. Scripts that are designed to provide proxy services, anonymous or otherwise, are not allowed.

The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered and must be sent to or from an IFastNet-hosted domain.

Sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server

USAGE OF DISK SPACE TERMS

IFastNet offers large web space and bandwidth with hosting accounts. By this, we mean space for legitimate web site content and bandwidth for visitors to view it. All files on a domain must be part of the active website and linked to the site. Sites should not contain any backups, downloads, or other non-web based content. We will treat all password protected archive (e.g. zip and rar) files as unacceptable. Multimedia content such as audio and video is acceptable provided it is streamed to the user, links to HTTP download of this content is not acceptable.

On unlimited disk space plans we offer quotaless disk space access, however the disks in servers are not unlimited so you may become limited if a hard drive begins to fill to capacity.

INODE USAGE

In computing, an inode is a data structure on a traditional Unix-style file system such as UFS. An inode stores basic information about a regular file, directory, or other file system object.

en.wikipedia.org/wiki/Inode

IFastNet reserves the right to limit INODEs usage on premium hosting plans to 380000 on starter premium plan, 840000 on super and ultimate premium plans, and unlimited inodes on Business hosting plans subject to acceptable usage.

RIGHT TO SUSPEND / TERMINATE HOSTING SERVICES

You acknowledge that IFastNet may or may not pre-screen Content, but that IFastNet and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, IFastNet and its designees shall have the right to remove any Content that violates the TOS, is otherwise objectionable, or has caused network / server overload. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by IFastNet or submitted to IFastNet, including without limitation

information in IFastNet Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that IFastNet may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

a. comply with legal process;

b. enforce the TOS;

c. respond to claims that any Content violates the rights of third parties;

d. respond to your requests for customer service; or

e. protect the rights, property or personal safety of IFastNet, its users and the public;

You understand that the technical processing and transmission of the Service, including your Content, may involve

a. transmissions over various networks; and

b. changes to conform and adapt to technical requirements of connecting networks or devices;

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by IFastNet and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

7. INTERSTATE NATURE OF COMMUNICATIONS ON IFASTNET NETWORK

When you register with IFastNet, you acknowledge that in using IFastNet services to send electronic communications (including but not limited to email, uploading photos and files and other Internet activities), you will be causing communications to be sent through IFastNet's computer networks, portions of which are located in California, Ohio, UK, and other locations in the United States and portions of which are located abroad. As a result, and also as a result of IFastNet's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that use of the service results in interstate data transmissions.

8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

IFastNet does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant IFastNet the following worldwide, royalty-free and non-exclusive license(s), as applicable:

- With respect to Content you submit or make available for inclusion on publicly accessible areas of IFastNet Servers, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the IFastNet Service to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or IFastNet removes such Content from the Service.

- With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than IFastNet Servers, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or IFastNet removes such Content from the Service.

- With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than IFastNet Servers, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of the IFastNet network of properties that are intended by IFastNet to be available to the general public. By way of example, publicly accessible areas of the Service would include IFastNet Message Boards and all areas that are open to both members and visitors. However, publicly accessible areas of the Service would not include portions of IFastNet Servers that are limited to members, IFastNet services intended for private communication such as IFastNet Mail or, or areas off of the IFastNet network of properties such as portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by IFastNet.

10. CONTRIBUTIONS TO IFASTNET

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to IFastNet through its forum, or contact forums, you acknowledge and agree that:

a. your Contributions do not contain confidential or proprietary information;

b. IFastNet is not under any obligation of confidentiality, express or implied, with respect to the Contributions;

c. IFastNet shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide;

d. IFastNet may have something similar to the Contributions already under consideration or in development;

e. your Contributions automatically become the property of IFastNet without any obligation of IFastNet to you; and

f. you are not entitled to any compensation or reimbursement of any kind from IFastNet under any circumstances.

11. INDEMNITY

You agree to indemnify and hold IFastNet and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third

party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your IFastNet ID), use of the Service, or access to the Service, unless you are a member of the IFastNet Reseller Service, utilising the reselling platform to resell to end users.

13. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that IFastNet may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that idle hosting accounts, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on IFastNet's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that IFastNet has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that IFastNet reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that IFastNet reserves the right to modify these general practices and limits from time to time.

14. MODIFICATION AND TERMINATION OF SERVICE

You agree that IFastNet may, under certain circumstances and without prior notice, immediately terminate your IFastNet account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to:

a. breaches or violations of the TOS or other incorporated agreements or guidelines

b. requests by law enforcement or other government agencies

c. a request by you (self-initiated account deletions)

d. discontinuance or material modification to the Service (or any part thereof)

e. unexpected technical or security issues or problems

f. extended periods of inactivity

g. engagement by you in fraudulent or illegal activities, and/or nonpayment of any fees owed by you in connection with the Services.

Termination of your IFastNet account includes

a. removal of access to all offerings within the Service, including but not limited to Hosting accounts, Email Services, SQL databases

b. deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and

c. barring of further use of the Service. Further, you agree that all terminations for cause shall be made in IFastNet's sole discretion and that IFastNet shall not be liable to you or any third party for any

termination of your account, any associated email address, or access to the Service

15. CANCELLATION AND REFUND POLICY

When you buy our products or services, your purchase is covered by our 7-day money-back guarantee. If you are, for any reason, not entirely happy with your purchase, we will issue a full refund provided you contact us with your purchase details within seven (7) days of your purchase. Please include your order number, which is sent to you by email after ordering. Refunds are processed within seven (7) days.

Beyond that seven (7) day period, payments for the remainder of a prepaid term are not refunded if you choose to discontinue the service mid-way through the term. For example, if you submit payment for twelve (12) months of service, service will be provided for twelve (12) months and will not be refunded if you choose to discontinue service mid-way through the term.

Refunds are not provided for services that have been delivered in full, such as installation services and provided knowledge base hosting services. Domain name registration and renewal fees and costs are non-refundable.

Cancellations will be considered only if the request is made within seven (7) days of placing an order. A cancellation request will not be entertained if the order has been communicated to the vendors or merchants and they have initiated the process of provisioning services. Cancellation of a recurring service must be communicated to IFastNet a minimum of 14 (fourteen) days before the service is due for renewal. Failure to cancel before this period is acceptance of renewal of the service.

If a service is cancelled and a refund requested, the cost incurred of renewing or providing a free domain name (if one was included with the service being cancelled) will be deducted from the refund amount. This could sometimes lead to a negative value.

Where a payment is found to be fraudulent, any refund is subject to the terms and conditions of the payment provider used for the original transaction. Our current payment providers are listed at https://ifastnet.com/payment-methods.php.

Our full cancellation and refund policy forms part of these Terms and is published at https://ifastnet.com/cancellation-refund.php.

16. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that IFastNet shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

17. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because IFastNet has no control over such sites and resources, you acknowledge and agree that IFastNet is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that IFastNet shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

18. IFASTNET'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service

("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by IFastNet or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

19. FREE DOMAIN WITH PAID HOSTING

Free domain names which are included with Paid Hosting accounts are the property of IFastNet LTD. IFastNet will always retain ownership of free domain names we register. If requested, IFastNet will allow the 'transfer' of any free domain to an alternative hosting provider if a transfer administration fee is paid. The current transfer administration fee is published at https://ifastnet.com. If the service has been provisioned for over 12 months or sooner IFastNet may waive the above mentioned transfer fee. IFastNet reserves the right to cancel / transfer domain names which are provided with paid hosting accounts. We reserve the right to renew or allow the expiration of domain names we register.

If a service is cancelled and a refund requested the cost incurred of renewing or providing the free domain name will be deducted from the refund amount (this could sometimes lead to a negative value). The .INFO domain name provided with the 'monthly standard' premium plan is free for the 1st year only, to keep the domain after the 1st year, a renewal fee needs to be paid. (This is a separate additional payment to the monthly payments for the hosting) To renew the INFO domain name we require a payment covering the cost of renewing the domain with the registrars; the current renewal price is shown in your client area and at https://ifastnet.com.

The free domain included with the monthly ultimate account is free to renew each year providing you are in good billing status for all 12 monthly payments over the year.

You are not allowed to alter the name servers or transfer a free domain included with the monthly ultimate plan until 2 (two) complete months of payment has been made (two monthly payments at the current plan price, as published at https://ifastnet.com). We reserve the right to suspend any free domain name associated with a monthly ultimate account which has not been paid for 2 complete months.

DOMAIN NAME GENERAL TERMS OF SERVICE

We use PublicDomainRegistry.com and ENOM to register domain names for our clients.

If you are registering or transferring a domain name you must also agree to the Domain Name Registration Agreement of the registrar concerned. The eNom agreement can be seen here: https://www.enom.com/terms/agreement.aspx. The PublicDomainRegistry.com agreement is available from that registrar on request.

Domain registration and renewal prices may vary. Current prices can be seen in your client area and at https://ifastnet.com.

Domain renewal reminders and invoices for renewal will be sent in advance of expiration via email to the address stored in your client area once paid the domain name will be renewed.

Domain names that expire have a 'grace' period that they can be renewed. The grace period differs per extension, the grace periods can be seen here: https://ifastnet.com/portal/delete-autorenew.html

Should an expired domain enter the redemption period, the cost of restoring the domain depends on the domain extension. For current restoration pricing please see https://ifastnet.com or contact our support team before the redemption period expires.

20. MYOWNFREEHOST RESELLER PAID PLAN LINKS

MyOwnFreeHost.net resellers using the free or plan 2 service are required to have paid hosting plan links to ifastnet.com present in a visible location on the reseller domain home page. IFastNet reserves the right to suspend and cancel resellers who do not have the paid plan links to ifastnet.com. Resellers are entitled to use the securesignup affiliate program for paid plan links.

MyOwnFreeHost.net resellers using plan 3 or above may remove the paid plan links and are exempt from the requirement for placing paid plan links.

21. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- Your use of the service is at your sole risk. The service is provided on an "As Is" and "As Available" basis. IFastNet and its subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

- IFastNet and its subsidiaries, affiliates, officers, employees, agents, partners and licensors make no warranty that (i) the service will meet your requirements; (ii) the Service will be uninterrupted, timely, secure or error-free; (iii) the results that may be obtained from the use of the service will be accurate or reliable; (iv) the quality of any products, services, information or other material purchased or obtained by you through the Service will meet your expectations; and (v) any errors in the software will be corrected.

- Any material downloaded or otherwise obtained through the use of the service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

- No advice or information, whether oral or written, obtained by you from IFastNet or through or from the service shall create any warranty not expressly stated in the TOS.

- A small percentage of users may experience epileptic seizures when exposed to certain light patterns or backgrounds on a computer screen or while using the service. Certain conditions may induce previously undetected epileptic symptoms even in users who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to using the service. Immediately discontinue use of the Service and consult your physician if you experience any of the following symptoms while using the service: dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions.

22. LIMITATION OF LIABILITY

You expressly understand and agree that IFastNet and its subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if IFastNet has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

23. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations in sections 21 and 22 may not apply to you.

24. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 21 and 22 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. IFastNet and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

25. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

26. NOTICE

IFastNet may provide you with notices, including those regarding changes to the TOS, by email, regular mail or postings on the Service.

27. TRADEMARK INFORMATION

The IFastNet, IFastNet logo, IFastNet (in Chinese characters), trademarks and service marks and other IFastNet logos and product and service names are trademarks of IFastNet (the "IFastNet Marks"). Without IFastNet's prior permission, you agree not to display or use in any manner the IFastNet Marks.

28. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

IFastNet respects the intellectual property of others, and we ask our users to do the same. IFastNet may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide IFastNet's Copyright Agent the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

IFastNet's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

- **By mail**:

Copyright Agent

7 Old Gloucester Street

London, London WC1N 3XX

United Kingdom

- **By phone**: 441912478100
- **By email**: abuse@ifastnet.com

29. GENERAL INFORMATION

Entire Agreement

The TOS constitutes the entire agreement between you and IFastNet and governs your use of the Service, superseding any prior agreements between you and IFastNet with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other IFastNet services, affiliate services, third-party content or third-party software.

Choice of Law and Forum

The TOS and the relationship between you and IFastNet shall be governed by the laws of the United Kingdom without regard to its conflict of law provisions. You and IFastNet agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Northumberland, United Kingdom.

Waiver and Severability of Terms

The failure of IFastNet to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability

You agree that your IFastNet account is non-transferable and any rights to your IFastNet ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.