

Tunnelbroker Terms of Service

By accepting Network Services from goIPv6, you are agreeing to the following terms of service:

1. DEFINITIONS

1. "NETWORK SERVICES" is defined as any and all services provided by goIPv6, including, but, not limited to peering, transit, exchanges of traffic, electronic storage and moving of packets through the goIPv6 network and to or from any of its peers, affiliates, partners, etc. regardless of protocol, media, or technology used.

2. YOUR OBLIGATIONS

1. By accepting NETWORK SERVICES from goIPv6, you agree to indemnify and hold harmless goIPv6, its successors, assigns, partners and affiliates from any action resulting from your use of such services, regardless of alleged fault or defect.
2. You agree to pay all costs and fees incurred by goIPv6 as a result of any lawsuit brought by you or arising out of your use of NETWORK SERVICES from goIPv6.
3. You will provide accurate contact information and keep your contact information up to date. You will not falsify any information supplied to goIPv6.
4. You will not use goIPv6 NETWORK SERVICES to cause harm or commit acts of malice. You will use the NETWORK SERVICES in a manner consistent with the law. Acts of malice include, but, are not limited to activities such as sending unsolicited bulk email (SPAM), denial of service (DOS, DDOS), malware distribution, command and control of computers for unauthorized use (botnetting), and attempts to gain unauthorized access to systems (cracking).

3. Address Space

goIPv6 will assign IP addresses to Customer based upon Regional Internet Registry (RIR) guidelines. Addresses assigned to Customer by goIPv6 may only be used in association with the service under which they were assigned and only while a goIPv6 customer. goIPv6 will provide your information to the appropriate RIRs when required under RIR policy. This data may be published by the RIR in a database such as whois. goIPv6 will make reasonable efforts to limit the information supplied to the RIRs to that which is required by the RIR.

4. NO WARRANTY

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE

SERVICES ARE AT CUSTOMER'S OWN RISK. GOIPV6 DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GOIPV6 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

5. Disclaimer of Third Party Actions and Control

goIPv6 does not and cannot control the flow of data to or from the Network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. goIPv6 cannot guarantee that such situations will not occur and, accordingly, goIPv6 disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the Network or its operations, goIPv6 shall have the right to suspend the Service. goIPv6 shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the Network or its operations.

6. Damage to Customer Business

In no event will goIPv6 be liable for any incidental, punitive, indirect, or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Service or any other similar claims by Customer or related to Customer's business, even if goIPv6 is advised of the possibility of such damages. goIPv6 will not be liable for any damages or expenses incurred by Customer as a result of any deficiency, error, or defect in goIPv6's service whether due to equipment, hardware, software, or goIPv6's failure to correct the same.

7. GOVERNING LAW and VENUE

1. All interactions between you and goIPv6 shall be governed under the laws of Hong Kong Special Administrative Region, without regard to the conflicts of laws provisions.
2. All legal processes shall be initiated and adjudicated within Hong Kong Special Administrative Region.

8. AMENDMENTS and NOTICE

1. These Terms of Service supersede all previous terms of service. In the event they conflict with a contract signed by both parties, the contract shall supersede these terms.

2. goIPv6 may modify these terms of service at any time by posting the new terms of service on the goIPv6 web site. New terms of service shall take effect 14 calendar days after posting.
3. Any notice or process required may be sent to goIPv6 at the following address:

*Hong Kong Internet Registration Corporation Limited
Unit 2002-2005, 20/F ING Tower, 308 Des Voeux Road Central, Sheung
Wan, Hong Kong*

4. Should goIPv6 need to send notice or serve process, you agree to accept such at the email address provided in your contact information. Notices and service sent through such means shall be considered to have been delivered 48 hours after being sent by email.