

## **WEB HOSTING AGREEMENT TERMS & CONDITIONS**

1. This Agreement represents the complete agreement and understanding between PROVIDER and USER and supersedes any other written or oral agreement with respect to the services provided hereunder. Upon \_\_\_\_\_ days' written notice, PROVIDER may modify or amend these terms and conditions, including PROVIDER's schedule of rates and charges, or may discontinue or change the services offered. USER acknowledges that use of USER's account (the "Account") with PROVIDER constitutes USER's approval of these terms and conditions.
2. Subject to the provisions hereof, the Account will be opened upon receipt of payment, together with a signed copy of this Agreement, and will remain operational unless and until written notice of cancellation is received from USER at least \_\_\_\_\_ days prior to the beginning of the next billing period.
3. Charges for services provided hereunder are payable within \_\_\_\_\_ days of the date of the invoice rendered for such charges. USER hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by PROVIDER in the collection of any outstanding amounts owed by USER with respect to the services provided, together with any applicable late charges, surcharges, interest and any other charges and expenses whatsoever incurred or applied by PROVIDER in that regard.
4. USER agrees to use all of PROVIDER's services and facilities at USER's own risk. PROVIDER makes no warranties of any kind, whether expressed or implied, including any implied warranties of merchantability or fitness for a particular use, of the services provided hereunder. PROVIDER takes no responsibility for any damages suffered by USER, including, but not limited to, loss of data, non-deliveries, mis-deliveries, service interruptions or damage to equipment caused by PROVIDER's own negligence or the negligence of its agents, servants, employees, third parties, or USER errors over which PROVIDER has no control. USER agrees to protect, defend, hold harmless and expeditiously indemnify PROVIDER and its agents and service providers against any and all liability, claim damage, loss or expense arising from claims of libel, unfair competition, unfair trade marks, trade names or patents, violations of rights and privacy and infringement of copyrights and property resulting from USER's use of PROVIDER services.
5. USER is solely responsible for securing USER's user name and password. USER is solely responsible for changing USER's password as required to assure secure access to USER's account.
6. The Account cannot be transferred, sold or assigned to any third party or used by anyone other than USER. USER may not sell, lease, rent or assign the connection or parts of the connection to any party not named in this Agreement. Network bandwidth charges in excess of allocated amount will be assessed from access log reports generated by the HTTPD server.

**THIS IS A 2-PAGE FORM.**