

## Hosting Agreement

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***Term:***

This agreement shall govern the “Initial Term” as selected by you (the Client) during the ordering process. This agreement is automatically renewed (the Renewal Term) at the end of the Initial Term for the same period of time as the Initial Term (with respect to Pre-Paid accounts) or for a period of twelve (12) months (with respect to non Pre-Paid accounts) unless written notification of cancellation is rendered to AWEBSITEFORLAWYERS thirty (30) days prior to the end of the Initial Term or the Renewal Term. Any notice of cancellation will be effective following thirty (30) days after AWEBSITEFORLAWYERS's receipt thereof.

The Term starts the day your server is being set up. Depending on the circumstances, your server will be set up the date your contract is signed, possibly later. Since modern websites are typically designed on the server, the start of the Term will not be identical with the date of publishing.

***Termination Policy:*****Termination:**

If you terminate your receipt of service prior to the end of the Initial Term or the Renewal Term, whichever is then applicable, (a) AWEBSITEFORLAWYERS will not refund to you any fees paid in advance of such termination and (b) you shall be required to pay 100% of AWEBSITEFORLAWYERS's standard monthly charge for each month remaining in the term, unless otherwise expressly provided for in this Agreement.

Notwithstanding the foregoing, if you terminate your receipt of Shared Hosting Services prior to the end of the first thirty (30) days of the Initial Term, you are entitled to a refund of the fees you pre-paid for the Services, not including any setup fees, domain name registration fees or software licenses. Your termination

request or notice must be submitted to AWEBSITEFORLAWYERS in writing. Please email [info@awebsiteforlawyers.com](mailto:info@awebsiteforlawyers.com) and we will provide you with the necessary forms. AWEBSITEFORLAWYERS may terminate service at any time. In the event that AWEBSITEFORLAWYERS terminates this agreement,

AWEBSITEFORLAWYERS will refund to the client a pro-rated portion of the pre-paid fees (excluding setup fees, domain name registration fees, software licenses or excessive use charges) for services not yet rendered as of the termination date unless otherwise expressly provided for in this agreement.

**Default and Cure:**

In the event that either Client or AWEBSITEFORLAWYERS defaults in the performance of any of its material duties or obligations under this Agreement, including failure to make any payments due under this Agreement, and such default is not cured within five (5) days after written notice is given to the defaulting party specifying the default, then the party not in default, after given written notice thereof to the defaulting party, may terminate this Agreement.

**Charges and Taxes:**

The client agrees to pay for all charges attributable to their use of the services at the then current AWEBSITEFORLAWYERS prices, which shall be exclusive of any applicable taxes. The client is responsible for the payment of all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on AWEBSITEFORLAWYERS's net income.

**Payment:**

All fees for Services must be paid in advance according to the then current pricing schedule of AWEBSITEFORLAWYERS. Upon entering into this Agreement, the client must choose to pay either by credit card or debit card, or receive an invoice and submit subsequent payment. If you choose to pay by credit or debit card to pay for Services, you thereby authorize AWEBSITEFORLAWYERS to charge your credit card or debit card to pay for any charges that may apply to your account. You agree that AWEBSITEFORLAWYERS is not responsible for any additional fees you may incur as a result of these charges to your credit card or debit card.

You must notify AWEBSITEFORLAWYERS of any changes to your card account (including applicable account number, cancellation or expiration of the account), your billing address, or any information that may prohibit AWEBSITEFORLAWYERS from charging your account. If you choose to be invoiced upon registration for Services, AWEBSITEFORLAWYERS will invoice you for the services applicable to the period for which you have registered for services. AWEBSITEFORLAWYERS may also create additional invoices for any applicable supplemental charges associated with your use of Services. AWEBSITEFORLAWYERS will provide you with a statement reflecting the accumulated charges.

You agree to pay AWEBSITEFORLAWYERS the amount indicated in each invoice by the due date reflected on that invoice. If you fail to pay any fees and taxes by the applicable due date for credit card or invoice payments, late charges of the lesser of one and one-half percent (1.5%) per month or the maximum allowable under applicable law but at no time less than fifteen dollars (\$15) shall also become payable by you to AWEBSITEFORLAWYERS. In addition, your failure to fully pay any fees and taxes within five (5) days after the applicable due date will be deemed a material breach of this Agreement, and AWEBSITEFORLAWYERS may, in addition to any other remedy it may have: (i) suspend its performance of Services and/or terminate this Agreement; and/or (ii) take possession and ownership of any of your property (including any and all intellectual property) in AWEBSITEFORLAWYERS's possession at the time of such non-payment and liquidate such property in any reasonable manner in partial or full satisfaction of any unpaid amounts. You agree to sign any documents to facilitate such a transfer of your property and, in the event that AWEBSITEFORLAWYERS is unable for any reason to secure your signature to any document required for such transfer, you hereby irrevocably designate and appoint AWEBSITEFORLAWYERS and its authorized officers or agents as your agent and attorney-in-fact to act on your behalf to execute such documents. Any such suspension or termination of the Services would not relieve you from paying past due fees plus interest. In the event of collection enforcement, you

will be liable for any costs associated with such collection, including without limitation, reasonable attorney's fees, court costs and collection agency fees.

## ***Use of Services***

### **Applicable Use Policy:**

The AWEBSITEFORLAWYERS Acceptable Use Policy governs the policies and procedures for use of the Services. The Acceptable Use Policy is posted on AWEBSITEFORLAWYERS website and may be updated from time to time. IT IS THE CLIENTS RESPONSIBILITY TO READ THE ACCEPTABLE USE POLICY. BY USING THE SERVICES, THE CLIENT AGREES TO BE BOUND BY THE TERMS OF THE ACCEPTABLE USE POLICY AND ANY MODIFICATIONS TO THIS POLICY MADE BY AWEBSITEFORLAWYERS. AWEBSITEFORLAWYERS RESERVES THE RIGHT TO TERMINATE THE CLIENTS ACCOUNT FOR ANY VIOLATION OF THE USAGE POLICY OR THIS AGREEMENT.

## ***Limitations of Services***

### **Unacceptable Use:**

AWEBSITEFORLAWYERS has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below WITHOUT WARNING OR PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to violation of the terms outlined below.

Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, “warez” (material traded in violation of copyright law), cracks, software serial numbers, and/or anything else determined by AWEBSITEFORLAWYERS to be unacceptable use of AWEBSITEFORLAWYERS including abuse of server resources.

Hosting accounts may be terminated that include the following content or which have links to the following content:

- Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity.
- Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
- Displaying material containing obscene nudity or pornographic material.
- Displaying material that exploits children less than 18 years of age.
- Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.
- Unsolicited commercial advertisements (“spam”, see specification below)

### **Traffic (Bandwidth) Overuse**

AWEBSITEFORLAWYERS customers are privileged to be offered liberal traffic for their websites. The intention of AWEBSITEFORLAWYERS is to provide a large space to serve web documents, not an off-site storage area for electronic files. All (90%) of your web pages (html) must be 'linked' with files (GIF, JPEG, etc.) stored on a AWEBSITEFORLAWYERS server. Websites that are found to

contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the discretion of AWEBSITEFORLAWYERS management-(this sentence does not make sense)

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Any customer who violates AWEBSITEFORLAWYERS policies in abusing either space/site transfer will be notified and given 2 days to remedy the problem. If the problem is not resolved within the allotted period, the client will be billed for the overages.

To maintain the integrity of our shared hosting service the following limitations apply:

For those that go over their allotted bandwidth of 10GB/month, normal data transfer cost of \$5.00/1GB/month will be billed to your account. If you want to pre-pay for bandwidth overages, email us and we may be able to work something out.

AWEBSITEFORLAWYERS will be the sole arbiter as to what constitutes a violation of this provision.

### **Unsolicited Email (Spam)**

Unsolicited commercial advertisements (spam) are not allowed in email, and will likely result in account cancellation.

AWEBSITEFORLAWYERS takes a zero-tolerance approach to spam originating from our servers or for spam advertising of domains hosted on our servers.

The following activities are not allowed:

Unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.

Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund. Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing"). Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving email, you must not send that person any further messages.

Note: If you use the services of another provider to promote a website hosted by or through AWEBSITEFORLAWYERS ("spamvertising"), then the provisions of the above Policy shall apply as if the spam were sent through our servers.

### ***Material and Product Requirements***

Unless otherwise agreed upon in a separate agreement, it is the client's responsibility to ensure all material and data placed on AWEBSITEFORLAWYERS equipment is in a "server-ready" condition. AWEBSITEFORLAWYERS is neither required nor responsible to make any effort to validate any of this information for content, correctness, usability or that the content is in anyway server ready. AWEBSITEFORLAWYERS reserves the right to reject any material that it deems is not "server-ready" at any time. AWEBSITEFORLAWYERS will notify you of its refusal of the material and allow you to modify the material to satisfy the requirements and/or needs of AWEBSITEFORLAWYERS. Use of the Services requires a certain level of knowledge and expertise in the use of Internet software, protocols, languages and skills. The level of knowledge varies depending on the particular

requirements of each website. It is the responsibility of the client to have the necessary knowledge and skills to create and maintain a website. It is not the responsibility of AWEBSITEFORLAWYERS to provide any training or customer support outside of the Services agreed to by the Client and AWEBSITEFORLAWYERS.

## ***Enforcement***

### **Investigations and Violations:**

AWEBSITEFORLAWYERS may investigate any suspected or reported violations of this Agreement, its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstances to protect its systems, facilities, customers and/or third parties. AWEBSITEFORLAWYERS will not access or review the contents of any email or stored electronic communications except as required or permitted by applicable law or legal processes.

### **Actions:**

AWEBSITEFORLAWYERS reserves the right and has absolute discretion to restrict and/or remove from its equipment any content or data that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or is potentially in violation of any laws. If AWEBSITEFORLAWYERS becomes aware of any violations as outlined here, AWEBSITEFORLAWYERS may take immediate actions to correct the violations, including but not limited to, issuing warnings, suspending or terminating Services, restricting or prohibiting any and all uses of content hosted on AWEBSITEFORLAWYERS equipment and/or disabling or removing any

hypertext links to third-party websites, any content hosted on AWEBSITEFORLAWYERS equipment or other content not supplied by AWEBSITEFORLAWYERS, which, in AWEBSITEFORLAWYERS's sole discretion may violate or infringe on any law or third-party rights or which otherwise exposes or potentially exposes AWEBSITEFORLAWYERS to civil or criminal liabilities or public ridicule. It is SCS AWEBSITEFORLAWYERS's policy to terminate repeat offenders. AWEBSITEFORLAWYERS right to take corrective measures, however, does not oblige AWEBSITEFORLAWYERS to monitor or exert editorial control over the information made available for distribution via Services. If AWEBSITEFORLAWYERS takes corrective action due to such possible violations, AWEBSITEFORLAWYERS shall not be obligated to refund to client any fees paid in advance of such corrective actions and client holds AWEBSITEFORLAWYERS free from any damages that may arise as a result of corrective actions.

### ***Disclosure Rights***

To comply with any and all applicable laws and lawful government requests, to protect AWEBSITEFORLAWYERS systems and customers, or to ensure the integrity and operation of AWEBSITEFORLAWYERS business and systems, AWEBSITEFORLAWYERS may access and disclose any and all information it considers necessary, including, without limitation, user profile information (name, email addresses, etc.), IP addresses and traffic information, usage history, and content residing on AWEBSITEFORLAWYERS systems and servers. AWEBSITEFORLAWYERS reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties.

**Grant of License:**

You hereby grant to AWEBSITEFORLAWYERS a non-exclusive, worldwide, and royalty free license for the Initial Term and any renewal term to use your content as necessary for the purposes of rendering and operating the services to you under this Agreement. You expressly (a) grant to AWEBSITEFORLAWYERS a license to cache materials distributed or made available for distribution via the services, including content supplied by third parties, and (b) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

**Material and Intellectual Property:**

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by AWEBSITEFORLAWYERS or its suppliers or agents pursuant to this agreement, and any know-how, methodologies, equipment, or processes used by AWEBSITEFORLAWYERS to provide the services to you, including, without limitation, all copyrights, trademarks, patents, trade secrets and other proprietary rights are and will remain the sole and exclusive property of AWEBSITEFORLAWYERS or its suppliers, including but not limited to any software programs, inventions, products and/or technology innovations and methodologies utilized, developed, or disclosed by AWEBSITEFORLAWYERS during the term of this agreement. Unauthorized copying, reverse engineering, decompiling, and creating derivative works based on the work of AWEBSITEFORLAWYERS is expressly forbidden except as permitted in this Agreement. You may be held legally responsible for violation of any patent rights, copyright or trade secret rights that is caused or encouraged by failure to abide by the terms of this Agreement.

**Trademarks:**

You hereby grant to AWEBSITEFORLAWYERS a limited right to use your trademarks, if any, for the limited purpose of permitting

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AWEBSITEFORLAWYERS to fulfill its duties under this agreement. This is not a trademark license and no other rights relating to the trademarks are granted by this Agreement. Specifically, but without limitation, the rights granted by this agreement do not include the right to sublicense use of your trademarks or to use your trademarks with any other products or services outside the scope of the Services provided under this Agreement. The limited trademark use rights granted under this section terminate upon termination of this Agreement.

### ***Warranty; Warranty Disclaimer***

#### **Customer and Third Party Acts:**

AWEBSITEFORLAWYERS is not responsible in any manner for any non-conforming services to the extent caused by you or your customers. In addition, AWEBSITEFORLAWYERS is not responsible for loss or corruption of data in transmission, or for failure to send or receive data due to events beyond AWEBSITEFORLAWYERS's reasonable control.

NO EXPRESSED OR IMPLIED WARRANTY: ALL SERVICES, SYSTEMS AND PRODUCTS PROVIDED BY AWEBSITEFORLAWYERS UNDER THIS AGREEMENT ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED WARRANTY IN FACT OR IN LAW, WHATSOEVER. YOU ACKNOWLEDGE AND AGREE THAT AWEBSITEFORLAWYERS EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH AWEBSITEFORLAWYERS COMPUTERS, NETWORKS AND POINTS OF PRESENCE, OR THE INTERNET. AWEBSITEFORLAWYERS DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED 'AS IS' AND WITHOUT WARRANTY AGAINST FAILURE OF

COMPUTER HARDWARE OR COMMUNICATIONS SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AWEBSITEFORLAWYERS DOES NOT MAKE AND HEREBY DISCLAIMS, AND YOU HEREBY WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITIONS OF QUALITY, AND ANY WARRANTIES WITH RESPONSE TO PATENT, COPYRIGHT, TRADE SECRET OR TRADEMARK INFRINGEMENT.

**Your Warranties and representations:**

You warrant, represent, and covenant to AWEBSITEFORLAWYERS that (a) you are at least eighteen (18) years of age or are a duly organized and validly existing entity; (b) you possess the legal right and ability to enter into this Agreement; (c) You will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) you will be financially responsible for the use of your account; (e) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party websites or other content; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, your content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted, and (g) your content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

## ***Limitation and Exclusion of Liability***

### **Limitations:**

IN NO EVENT SHALL AWEBSITEFORLAWYERS HAVE ANY LIABILITY WHATSOEVER FOR DAMAGE, UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF INFORMATION PROVIDED TO AWEBSITEFORLAWYERS, DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES. AWEBSITEFORLAWYERS SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF AWEBSITEFORLAWYERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF AWEBSITEFORLAWYERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO AWEBSITEFORLAWYERS BY YOU UNDER THIS AGREEMENT DURING THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY AWEBSITEFORLAWYERS UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE AWEBSITEFORLAWYERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS SECTION. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.



**Interruption of Services:**

You hereby acknowledge and agree that AWEBSITEFORLAWYERS will not be liable for any temporary delay, outages or interruptions of the Services. Further, AWEBSITEFORLAWYERS shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

**Maintenance:**

You hereby acknowledge and agree that AWEBSITEFORLAWYERS reserves the right to temporarily suspend services for the purposes of maintaining, repairing or upgrading its systems and network. AWEBSITEFORLAWYERS will use its best efforts to notify you of pending maintenance, however at no time AWEBSITEFORLAWYERS is under any obligation to inform you of such maintenance.

**Indemnification:**

You will defend, indemnify and hold harmless AWEBSITEFORLAWYERS and its officers, directors, shareholders, employees, consultants, agents, affiliates and suppliers from any and all threatened or actual claims, demands, causes of action, suits, proceedings (formal or informal), losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including attorneys' fees and court costs, sustained or incurred by or asserted against any Indemnity by any person, firm, corporation, governmental authority, partnership or other entity by reason of, or, arising out of, or, relating to: (i) your violation or breach of any term, condition, representation or warranty of this Agreement or any applicable policy or guideline; (ii) your conduct, including but not limited to your negligence, gross negligence, or willful misconduct; (iii) your use of the Services, including any improper or illegal uses; (iv) any claim by a former employee of yours whose employment has been or may be terminated in connection with or as a result of

the execution of this Agreement and performance of the Services by AWEBSITEFORLAWYERS; or (v) any claim relating to your services or products, including but not limited to advertising, product liability claims or infringement of any trademark, copyright, patent, trade secrets or non-proprietary right of a third party (including without limitation, defamation, libel, or violation of privacy or publicity).

## ***Our Guarantee to You***

### **99.9% Uptime Guarantee**

#### **Coverage**

This 99.9% uptime guarantee applies to any AWEBSITEFORLAWYERS client in good financial standing with AWEBSITEFORLAWYERS at the time of a service outage.

#### **Service Level Agreement & Specifications** AWEBSITEFORLAWYERS

endeavors to have the content of your website available for http access by any party in the world 99.9% of the time. Network downtime (unavailability) is defined as 100% packet loss from AWEBSITEFORLAWYERS to its backbone providers. Downtime is measured past 10 minutes after notification of network failure via AWEBSITEFORLAWYERS online monitoring system. If the service in question is not being monitored by our monitoring system, the client must email support and have it added to the system before the service can be covered under the 99.9% Uptime Guarantee. AWEBSITEFORLAWYERS administrators will determine the end of the downtime by a test of the service from outside the AWEBSITEFORLAWYERS network.

## **Credits**

a. Shared Hosting - In the event that your website is not available for more than 99.9%, AWEBSITEFORLAWYERS will credit the following month's service fee as follows: For any shared hosting client, such credit shall be retroactive and shall be as calculated below and as measured 24 hours a day in a calendar month, with the maximum credit not to exceed fifty (50) percent of the monthly service charge for the affected month.