

**WISPTEC.COM Web Hosting Contract Agreement**

**Preamble:**

1. WISPTEC.COM is formally contracted by The Customer to host the Customer's web site on the Internet at a rate specified on sign up in USD funds. Payment will be made in advance annually in the form of check or money order, payable to WISPTEC.
2. All services provided by WISPTEC.COM will be determined by the hosting package selected by the Customer. These services shall be as outlined in the WISPTEC.COM's web page or in its brochure or in the invoice/estimate, and is subject to change at any time without notice.
3. The Customer will be notified by email prior to any server upgrades or disruptions (causing a loss of web page access) if it is foreseen that they will be longer than 90 minutes, unforeseen disasters not pertaining. In the event of an unforeseen or foreseen disaster WISPTEC.COM is not responsible for any business lost.
4. All conditions and policies stipulated in the following pages apply to the Customer, and any failure of the policies can result in the immediate termination of web hosting services. These conditions are subject to change without notice; please refer to our web site for recent updates. It is the sole responsibility of the Customer to ensure violations of the policies or conditions do not occur.

I, the Customer, agree to all the terms, policies and rules including but not limited to the terms and conditions in the attached pages.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Billing Email: \_\_\_\_\_

WISPTEC.COM, agrees to host the Customer's web site until written request is received to terminate services or the contract is terminated by WISPTEC.COM.

**Include a signed copy of this form with your payment.**

### **Terms, Conditions and Acceptable Use Policy**

Use of the words WISPTEC.COM in the following document refers specifically to WISPTEC.COM. WISPTEC.COM provides Web page hosting, Design, Marketing, Domain Registration and Development services. All personnel at WISPTEC.COM honor their legal and ethical responsibility consistent with the use of its server and equipment involved in these services.

WISPTEC.COM general policy is to act as a provider of Internet presence. WISPTEC.COM has specific ethical concerns regarding the use of its computers as detailed below. WISPTEC.COM reserves the right to suspend or cancel a Customer's access to any or all services provided by WISPTEC.COM if it makes the decision that the web site has been inappropriately used.

Any use of any services provided by WISPTEC.COM constitutes acceptance by the Customer of these terms and conditions. This contract will remain valid and binding up to and including the date which WISPTEC.COM receives written request for termination of services.

WISPTEC.COM will not be responsible for any programming changes or other work to a Customer's web site and are not responsible for making our servers compatible with the Customer's web site or other programs. The Customer will be solely responsible for uploading and making their web site operational on WISPTEC.COM servers unless the Customer contracts WISPTEC.COM to make modifications at our posted hourly programming rates.

#### **1) Specific Unacceptable Use Policies**

##### **a) Server abuse**

Any attempt to undermine or cause harm to a server, or Customer, is strictly prohibited.

##### **b) Unauthorized use and illegal activities prohibited by WISPTEC.COM:**

The use, or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc.

Any unauthorized use of accounts or computers by an WISPTEC.COM Customer, whether or not the attacked account or computer belongs to WISPTEC.COM, will result in action against the attacker. Possible actions include, account suspension, cancellation, civil or criminal legal action, and any other legal means of recourse depending on the seriousness of the attack.

##### **c) To maintain the integrity of our service the following limitations apply:**

WISPTEC.COM will be the sole arbiter as to what constitutes a violation of this provision:

- ⌚ No commercial advertisements with bulk e-mail.
- ⌚ Unsolicited commercial advertisements are not allowed in e-mail, and may result in account suspension or cancellation.
- ⌚ Commercial advertisements are not welcome in most Usenet discussion groups and on most e-mail mailing lists. Commercial advertisements shall be limited to anything not relating to the Customer as stipulated in the contract and does not pertain to web pages. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

- ⌚ Sending a message, especially an advertisement, to more than nine or ten recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. E-mail is a person-to-person medium, not a broadcast medium.

d) Other Limitations:

- ⌚ We do not allow clients to install their own chat rooms, without approval from the WISPTEC.COM Support Team.
- ⌚ We may allow programs to run continually in the background. These are considered on a one-to-one basis and an extra charge will be incurred based on system resources used and operational maintenance needed.
- ⌚ We do not allow IRC or IRC bots to be operated on our servers.

e) Traffic and/or Storage

WISPTEC.COM's hosting packages are allotted a set amount of bandwidth and disk storage. Should the Customers web site go beyond these limits, an additional monthly charge will be levied based on our monthly data transfer and/or disk storage rate. The intention of WISPTEC.COM is to provide a large space to serve web documents, not an off-site storage area for electronic files. All (95%) of your web pages (html) must be 'linked' with files (.GIF, .JPEG, etc.) stored on WISPTEC.COM's servers. Web sites 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 WISPTEC.COM management. Any Customer who exceeds WISPTEC.COM's Package limits in abusing either space/site transfer will be notified and given five (5) days to remedy the problem. If the problem is not resolved within the allotted five (5) day period, the client will be billed for over usage or upgraded to a larger package, whichever is cheaper.

**2) Payment Policies**

i) WISPTEC.COM may charge a setup fee for hosting features. All accounts are set up on a pre-pay basis. Domain registration performed through WISPTEC.COM has fees associated provided that your site is hosted with WISPTEC.COM. There will be a charge from WISPTEC.COM for the registration of the domain name for each year the domain is used, with a minimum period of one (1) year. The domain registration service is provided by GoDaddy.com, an ICANN accredited domain registrar. Domains must be renewed on or before the date of expiry to avoid deletion from the DNS records. The expiry date of your domain does not change regardless of the date of renewal. Domain registration fees may change at any time without notice.

ii) All pricing is guaranteed for the term of pre-payment. The Customer is responsible for all money owed on the account from the time it was established to the time that the Customer notifies WISPTEC.COM in writing for a request for termination of services. All Prices are in USD Currency unless otherwise stated.

iii) All accounts will either be paid annually for hosting services. All Payments are to be made to WISPTEC in the form of check or money order, USD funds unless otherwise stipulated.

iv) Any payment received late may not be eligible for any discounts that were assumed or agreed upon as determined by the sole discretion of WISPTEC.COM. This includes but is not limited to reseller and annual pre payment discounts. Any payment received more than fifteen (15) days late WILL forfeit any discounts assumed or agreed upon **without exception**. This forfeiture will be reflected on the subsequent renewal invoice to the Customer.

v) Accounts will automatically renew at the end of the pre-pay period and invoicing will be sent via electronic mail only. **No invoices will be sent by fax or standard mail** unless otherwise requested.

vi) Late payments may result in your site being temporarily disabled without notice. If you site is disabled, it will not be re-activated until payment has been received. There will be a reactivation charge of twenty (20) dollars if this occurs. It is the Customers responsibility to ensure that they have made payment and that WISPTEC.COM has received that payment.

vii) All prices are quoted in USD Funds, unless otherwise noted.

### **3) Cancellation**

i) WISPTEC.COM reserves the right to cancel service at any time and the Customer agrees not to hold WISPTEC.COM responsible for any damages as a result of termination. All fees paid in advance of cancellation will be pro-rated and paid by WISPTEC.COM if WISPTEC.COM institutes it's right of cancellation. Any violation of policies, which results in extra costs, will be billed to the Customer (i.e. Transfer, space etc.). Any termination by the Customer of a contract not fulfilled will result in a pro rated refund amount as determined by the sole discretion of WISPTEC.COM. The customer is required to request this refund in writing within thirty (30) days of the written cancellation notice. Accounts not paid within 30 days of the renewal invoice will be disconnected and deleted from the server.

ii) Any termination by a customer after the minimum three (3) months, of a site that has been discounted for annual prepayment or any other promotion that is time dependent will forfeit the discounts applied or given and this will be reflected in the refund payment made by WISPTEC.COM.

iii) If cancellation is a result of a breach of this contract, including but not limited to violating the lawful purpose, no refund shall be issued for any reason.

### **4) Lawful Purpose**

WISPTEC.COM reserves the right to refuse service to anyone. Customers may only use WISPTEC.COM server(s) for lawful purposes. Transmission of any material in violation of any International, Federal, Provincial or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. WISPTEC.COM expressly forbids anyone from using WISPTEC.COM servers for the propagation, distribution, housing, processing,

storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable, including, but not limited to, pornography, satanic and hate related materials, slanderous, illegal, offensive **and any and all materials of an adult nature**. The designation of any materials as such described above is left entirely to the discretion of WISPTEC.COM and its management. If WISPTEC.COM deems the site to be in contradiction to its own morals, obligations and/or lawful purpose, a minimum fine of \$500 will be charged to the Customer and service will be terminated with or without prior notice.

#### **5) Indemnification**

i) Customer agrees that it shall defend, indemnify, save and hold WISPTEC.COM harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against WISPTEC.COM, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Customer, it's agents, employees or assigns. Customer agrees to defend, indemnify, save and hold WISPTEC.COM Harmless from any harm caused by the loss or disruption of service including but not limited to downtime, and missing or lost email. Customer agrees to defend, indemnify, save and hold WISPTEC.COM harmless against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with WISPTEC.COM's servers; (2) any material supplied by the Customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement (4) trademark infringement and (5) any defective products sold to a user from WISPTEC.COM's server.

ii) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law provisions.

#### **6) Disclaimer**

i) **WISPTEC.COM will not be responsible for any damages a business may suffer.** WISPTEC.COM makes no warranties of any kind; expressed or implied, for services it provides. WISPTEC.COM disclaims any warranty or merchantability or fitness for a particular purpose; this includes, but is not limited to, loss of data or email resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by WISPTEC.COM and its employees. WISPTEC.COM will not be responsible for providing computer equipment to the Customer for any purpose whatsoever. WISPTEC.COM reserves the right to revise its policies terms and conditions at any time, and from time to time.

ii) Failure to perform or follow any term or condition will be grounds for immediate account deactivation.