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# Website Hosting Agreement

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Date: \_\_\_/\_\_\_/\_\_\_\_\_

Commerce Connections ® (we, us, our) and \_\_\_\_\_  
\_\_\_\_\_ (you, your) agree to the following:

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The following words are used in the context of this service contract and are defined as follows:

- **Provider:** CommerceConnections.com (*Commerce Connections* ®)
  - **Client:** The person or entity who is applying for Website Hosting services
  - **URL:** www.yourcompanyname.com
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The Provider agrees to provide, and Client agrees to receive, access to the Website Hosting services according to the following terms and conditions:

1. Client will use the Website Hosting services in a manner consistent with any and all applicable laws of the Commonwealth of Virginia and the U. S. Federal Government.
2. Provider reserves the right, in its sole discretion, to deactivate the Client's Website Hosting account(s) upon an indication of credit problems including delinquent payments. Client will not be entitled to a refund of any unused fees paid to Provider.
3. The provider service is provided on an *As Is, As Available* basis. The provider gives no warranty, expressed or implied, for website hosting services provided, including, without limitation, warranty merchantability and warranty of fitness for a particular purpose. This no warranty expressly includes any reimbursement for losses of income due to disruption of service by provider, or its providers, beyond the fees paid by client to provide for services.
4. Provider is not responsible for any damages arising from Client's use of Provider or by Client's inability to use the Website Hosting services for any reason.
5. While Provider shall make every reasonable effort to protect and backup data for Client on a regular basis, Provider is not responsible for Client's files residing on Provider. Client is solely responsible for independent backup of data stored on Provider.
6. Client hereby agrees that any material submitted for publication on Provider through Client's account(s) will *not violate* any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful. Provider may deactivate any potentially illegal activity without warning. Client hereby agrees to indemnify and hold harmless the Provider for any claim resulting from the submission of

illegal materials.

7. Client hereby agrees that any material submitted for publication on Provider through Client's account(s) will not contain, provide access to, use the website hosting product(s) or host server(s) for anything leading to *abusive* or *unethical materials* or *practices*. Abusive and unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, anything that Provider deems to be offensive or unsuitable and any harassing and harmful materials or uses. Client hereby agrees to indemnify and hold harmless the Provider from any claim resulting from Client's publication of materials or Client's use of materials. Provider may or may not give notice before deactivating the use of an account(s) which the Provider decides is an *abusive*, *unethical* use of the website hosting account(s) or host server(s).

8. Due to the public nature of the Internet, *all information should be considered publicly accessible*, and important private information should be treated carefully. Provider is not liable for protection or privacy of electronic mail (e-Mail) or other information transferred through the Internet or any other network provider that Client or Client's customers may utilize.

9. Use of distribution lists via *unsolicited electronic mail (e-Mail)* or other *mass electronic mailings (e-Mail)* is strictly prohibited. The Provider reserves the right to deactivate the Client's account(s) upon an indication of such activity. Client hereby agrees to indemnify and hold harmless the provider from any claim resulting from Client's or another parties use of *electronic mail service(s) (e-Mail)* on Client's account(s). Client will be held liable for any damages that Provider incurs due to Client's activities.

10. In the event it is necessary to refer any dispute to an attorney or resolve it in a court of law, the prevailing party will be entitled to an award of reasonable attorneys fees and all costs associated with the legal action, whether or not suit shall actually be filed.

11. Client agrees to a *monthly/quarterly/semi-annual/yearly contract*, beginning upon Providers receipt by fax, or e-mail of said contract.

12. First *monthly/quarterly/semi-annual/yearly contract payment*, plus *setup charges*, if any, and *any charges* rendered by Melbourne IT Registrar (Provider's Registrar of choice) for the registration of Client's URL shall be due upon receipt of contract.

13. This agreement will automatically renew unless cancelled in writing 30 days prior to the *monthly/quarterly/semi-annual/yearly contract* renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions.

14. Provider shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client or Provider's server. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

15. Client hereby understands that any changes to URL may be subject to additional

charges. The *Password* can be changed at any time without any charge.

**16. Provider maintains control and any ownership of any and all I. P. numbers and addresses that may be assigned Client and reserves in its sole discretion the right to change or remove any and all I. P. numbers and addresses.**

**17. The Provider hereby reserves the right to change the agreement at any time without any prior notice to the Client.**

Revised 01/20/06

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**Instructions:**

*Review* this document; *print* the PDF version below, fill in the information at the top of the printed document and e-Mail or fax it to *Commerce Connections* ® at 888-638-9356.

**In addition:**

*Print* the PDF version below of the Acknowledgment of Receipt and Execution of Agreement; *sign* at the “X”, *date*, and e-Mail or fax it to *Commerce Connections* ® at 888-638-9356.

*Thank you!*

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