

# Hosting Contract



P.O. Box 921332, Sylmar, CA 91392-1332  
877.891.6742 • 818.364.1751 fax

## DOMAIN INFORMATION

New Domain  Relay

Primary	<input type="checkbox"/>	
2nd	<input type="checkbox"/>	<input type="checkbox"/>
3rd	<input type="checkbox"/>	<input type="checkbox"/>
4th	<input type="checkbox"/>	<input type="checkbox"/>
5th	<input type="checkbox"/>	<input type="checkbox"/>

## ACCOUNT INFORMATION

Business		
First	Initial	Last
Address		Apt/Suite
City	State	Zip
Phone	Fax	

## FTP ACCOUNT

Primary	Password
eMail Address (Other than this domain)	
Registrar	NIC Handle

## EMAIL ACCOUNTS

User Naming Convention:  johncitizen  john.citizen  john\_citizen  jcitizen  j.citizen  other

Primary	User 1	Password 1	Forward To
Name 2	User 2	Password 2	Forward To
Name 3	User 3	Password 3	Forward To
Name 4	User 4	Password 4	Forward To
Name 5	User 5	Password 5	Forward To
Name 6	User 6	Password 6	Forward To
Name 7	User 7	Password 7	Forward To
Name 8	User 8	Password 8	Forward To
Name 9	User 9	Password 9	Forward To
Name 10	User 10	Password 10	Forward To

## FEE SCHEDULE

<input type="checkbox"/> Hosting - Set Up	\$ 30.00	<input type="checkbox"/> Shopping Cart - License	\$1000.00
<input type="checkbox"/> Hosting - Yearly	100.00	<input type="checkbox"/> Tell-A-Friend - Set Up	30.00
<input type="checkbox"/> Database - Set Up	30.00	<input type="checkbox"/> Tell-A-Friend - Yearly	100.00
<input type="checkbox"/> Site File Transfer	30.00	<input type="checkbox"/> Newsletter - Set Up	30.00
<input type="checkbox"/> Database Hosting - Yearly	100.00	<input type="checkbox"/> Newsletter - Yearly	100.00
<input type="checkbox"/> List Serving - Set Up	30.00	<input type="checkbox"/> Optimization - Set Up	100.00
<input type="checkbox"/> List Serving - Yearly	100.00	<input type="checkbox"/> Search Engine - Monthly	25.00
<input type="checkbox"/> Shopping Cart - Set Up	30.00	<input type="checkbox"/> Fax Blast - Setup	30.00
<input type="checkbox"/> Shopping Cart - Yearly	100.00	<input type="checkbox"/> Update/Maintenance - Monthly	50.00
<input type="checkbox"/> Secure Server - Yearly	179.00		

Fax Blast - Minimum	\$ 70.00
Labor HTML - Hourly	85.00
Labor CGI/Java/Flash/DB - Hourly	135.00
Additional Storage Per 25MB - Yearly	50.00
Reactivation Fee	30.00
Returned Check Fee	25.00
Collection Fee Minimum	50.00
Collection Fee Maximum	40%
Throughput Monthly 20GB	INCLUDED
Storage 50MB	INCLUDED
Email Accounts 10	INCLUDED
Statistic Pages	INCLUDED

## OPTIONAL SERVICES

Email Users (\$10 ea. yearly)	Quan.	\$
Fax Blasting (\$0.06 ea.)	Quan.	\$
Domain Relays (\$30 ea. yearly)	Quan.	\$
Domains Regs. (\$25 ea. yearly)	Quan.	\$

## CREDIT INFORMATION

Social Security / EIN
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## PAYMENT OPTIONS

<input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> AmEx	Account Number	Exp.	Name on Card
<input type="checkbox"/> Check (attach voided check)	Routing Number (9 digits) <small>* = A    * = B    * = C    * = D</small>	Account Number <small>* = A    * = B    * = C    * = D</small>	Name on Account
Bank Name	Bank Branch	Fractional Code (top near check number)	
Bank Address			

## AUTHORIZED DEVELOPER / DESIGNER ACCESS

Name	Email Address
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## ACCEPTANCE

I understand the terms and conditions of this contract listed on reverse and I personally guarantee payment and accept same. I further understand that all fees and renewals will be automatically charged to the account listed above.

## COMMENTS / NOTES

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Signature	Date
SP	Total Due

## SERVICE CONTRACT / TERMS AND CONDITIONS

In order to effectively continue its purpose and create a business relationship between WEBCONSORT.COM and its CLIENTS, WEBCONSORT.COM has set forth the following terms and conditions which shall govern this Agreement between the parties. These terms and conditions are intended for the purpose of establishing operating principals.

**TERM** — This Agreement between the parties shall remain in effect between the parties unless otherwise canceled or modified by either party in accordance with the terms and conditions set forth herein and in Fee Schedule attached hereto and made a part hereof.

**INVOICING** — WEBCONSORT.COM shall invoice CLIENT for services rendered in accordance with the terms and conditions set forth both herein and in Fee Schedule attached hereto. Payments will be automatically charged to the account listed on reverse or the most current account information provided which includes checking accounts.

**PAYMENTS** — Any payments that are not received before the due date will incur a 1.5% (18% APR) interest charge compounded monthly. In the event that payment is not received within 60 days after the due date, the account will be turned over to collection and the a \$50 collection fee will be assessed in addition to 35% collection charge.

**CPU USAGE** — CLIENT agrees that it shall not use excessive amounts of CPU processing on any WEBCONSORT.COM servers. Any violation of this policy may result in CLIENT'S immediate termination at the sole discretion of WEBCONSORT.COM without prior notice. In the event that WEBCONSORT.COM elects to terminate CLIENT on this basis, CLIENT shall not be entitled to a refund as set forth herein.

**BAND WIDTH USAGE** — CLIENT agrees that BAND WIDTH usage shall not exceed the number of megabytes per month as set forth in Fee Schedule attached hereto. This usage shall be monitored by WEBCONSORT.COM and shall be measured on the HTTP port. Any BAND WIDTH usage in excess of the agreed upon number of megabytes per month may result in the immediate termination of CLIENT at the sole discretion of WEBCONSORT.COM without prior notice.

In the event that WEBCONSORT.COM elects to terminate this Agreement, pursuant to this provision, CLIENT shall not be entitled to a refund.

**BULK E-MAIL AND SPAMMING** — It shall not be permissible for CLIENT to engage in any bulk e-mailing or use of mail servers or mail relays (commonly referred to as "SPAMMING"). In the event that CLIENT engages in such activity, WEBCONSORT.COM may elect to immediately terminate CLIENT at its sole discretion without prior notice to CLIENT. In the event that WEBCONSORT.COM terminates CLIENT pursuant to this provision, CLIENT shall not be entitled to a refund. Forwarding 10 unsolicited pieces of mail within a 24 hour period shall be considered "spamming". CLIENT shall be liable to WEBCONSORT.COM for any and all damages caused as a result of CLIENT'S failure to comply with this provision.

**TERMINATION** — Either party may terminate this Agreement without cause upon 30 days written notice to the other party. E-Mail shall be deemed adequate notice by either party. Nothing in this paragraph however shall limit WEBCONSORT'S right to terminate CLIENT immediately and without prior notice for improper use and violations as set forth herein.

In the event that WEBCONSORT.COM elects to terminate CLIENT as a result of its improper acts and breach of the terms and conditions contained herein, CLIENT shall not be entitled to a refund of the balance. IN NO EVENT SHALL CLIENT BE ENTITLED TO A REFUND OF ANY SET UP FEE.

In the event CLIENT elects to terminate this Agreement, same shall be considered a breach and CLIENT shall not be entitled to any refund.

In the event that WEBCONSORT.COM elects to terminate CLIENT without cause, CLIENT shall receive a full refund of any balance. However, if CLIENT terminates this Agreement without cause, and in accordance with the notice provision set forth herein, there shall be NO REFUND of any Set Up Fee or any remaining balance.

**LIABILITY** — CLIENT agrees that WEBCONSORT.COM shall have no liability for the services, data or information provided to the public on the Internet including but not limited to any liability for consequential, indirect, special or incidental damages, regardless of the success or effectiveness of other remedies.

CLIENT further agrees that WEBCONSORT.COM shall not be liable for any damages or losses sustained by CLIENT for business or other activities conducted on the Internet including but not limited to consequential, indirect, special or incidental damages.

CLIENT agrees that it shall not hold WEBCONSORT.COM liable for any loss of business, lost opportunity, consequential, indirect, special or incidental damages as a result of any interruption in service.

IN NO EVENT SHALL WEBCONSORT'S LIABILITY EXCEED THE TOTAL VALUE PAID TO WEBCONSORT.COM BY CLIENT.

**REPRESENTATION AND/OR WARRANTIES** — WEBCONSORT.COM makes no representations and cannot guarantee that CLIENT'S domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party. CLIENT shall not hold WEBCONSORT.COM liable for any damages, injuries or losses incurred by CLIENT as a result of any action instituted by a third party.

**GUARANTEES** — WEBCONSORT.COM will credit an additional month of service to CLIENT'S account in the event that service is interrupted due to conditions other than scheduled maintenance for more than 1% of any month's total hours of operation or when account fails to activate or become "live" within a 72 hour period from providing WEBCONSORT.COM with all information needed to activate account. This includes, but is not limited to proper domain registration information, payment of SET UP FEE and first payment. WEBCONSORT.COM assumes no responsibility for incorrect information supplied by CLIENT. Credit will not exceed \$10 per month and does not include additional services or storage. Credit will be issued at the end of CLIENT'S current term and will become void if CLIENT terminates or breaches this Agreement before the completion of one year of service.

**SECURITY** — CLIENT understands that the Internet and other various networking communications are not secure, unless explicitly specified as such. WEBCONSORT.COM MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. IN NO EVENT SHALL WEBCONSORT.COM BE LIABLE FOR ANY DAMAGES OR LOSSES, EITHER CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL INCURRED BY CLIENT. IN NO EVENT SHALL WEBCONSORT.COM'S LIABILITY EXCEED THE TOTAL COST OF THIS CONTRACT BETWEEN WEBCONSORT.COM AND CLIENT.

**APPLICABLE LAWS** — CLIENT will ensure that its use of the Internet and any service provided by WEBCONSORT.COM to it complies with all applicable federal, state and local laws and regulations, including but not limited to all laws pertaining to copyright, trademark, proprietary information, intellectual property rights, defamation, tortious interference with business, invasion of privacy, and pornography\*. In the event that CLIENT violates this provision, WEBCONSORT.COM shall have the right to consider same a breach of this Agreement by CLIENT which shall entitle WEBCONSORT.COM to terminate CLIENT immediately without prior notice.

\*It shall be within the sole discretion of WEBCONSORT.COM to deem material as pornographic or inappropriate.

**INTEGRITY OF INFORMATION** — CLIENT is solely responsible for validating the integrity of the information and data it receives or transmits over the Internet.

**ACCOUNT SECURITY** — CLIENT shall be solely responsible for protecting the security of its Internet account and usage. CLIENT'S password shall be considered private information and shall not be disseminated or in any other manner disclosed and/or transferred to third parties. WEBCONSORT.COM shall not be liable for any breach of security caused by CLIENT or third parties. IN NO EVENT SHALL WEBCONSORT'S LIABILITY EXCEED THE TOTAL COST OF THIS CONTRACT BETWEEN WEBCONSORT.COM AND CLIENT.

WEBCONSORT.COM will use its best efforts to maintain the integrity and security of CLIENT'S password.

**RESALE OF WEB SPACE** — CLIENT may resell web space within their own account. CLIENT, however, shall remain solely responsible for the entire domain site content. The same Terms of Service Agreement shall govern any domain site resold within an account.

**DOMAIN NAME FEES** — CLIENT shall be responsible for all costs and fees associated with its domain name including, but not limited to all costs and fees for moving same.

**LEGAL ACTION** — CLIENT agrees to indemnify and hold WEBCONSORT.COM harmless in any legal action which arises as a result of CLIENT'S use of WEBCONSORT.COM services, without limitation or exception including, but not limited to any action brought against CLIENT by a third party. In the event that WEBCONSORT.COM incurs any legal, filing or collection fees, the CLIENT assumes all responsibility for same.

**JURISDICTION AND GOVERNING LAW** — This Agreement shall be governed by the laws of the State of California and jurisdiction shall lie within the State of California. CLIENT HEREBY CONSENTS TO SUBMIT TO THE JURISDICTION OF THE STATE OF CALIFORNIA.

**HEADINGS** — Headings in this Agreement are for convenience only and shall not be used to interpret or construe these provisions.

**MODIFICATION** — The terms and conditions of this Agreement may be modified at the discretion of WEBCONSORT.COM with 30 days notice to CLIENT.

**ENTIRE AGREEMENT** — This Agreement supersedes all Agreements previously made between the parties pertaining to the subject matter of this Agreement. There are no other understandings or Agreements. Failure to properly notify WEBCONSORT.COM via e-mail, telephone or regular mail of your disagreement with the above terms and conditions will constitute CLIENT'S acceptance of same.

**RENEWAL** — If not canceled by CLIENT, this Agreement will automatically self-renew after a twelve (12) month period for an additional twelve (12) month period.

CLIENT'S failure to properly notify WEBCONSORT.COM of its objections to any of the terms and conditions set forth herein shall constitute CLIENT'S acceptance of same. This Agreement shall automatically renew itself for an additional twelve month period unless otherwise canceled or terminated by either party in accordance with the notice provision set forth herein.

In the event this Agreement is automatically renewed, CLIENT agrees to be bound by the Terms and Conditions currently in effect. WEBCONSORT.COM current Terms and Conditions may be viewed [www.webconsort.com](http://www.webconsort.com)