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## **WEB SITE HOSTING SERVICES ARE PROVIDED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**

Client Information:  
**[Name]**

**1. Authorization.** The above-named Client (hereinafter referred to as "**Client**") is engaging LakeShore Computer Technologies/WebSlingers Web Development (hereinafter referred to as "**WebSlingers Web Development**"), as an independent contractor for the specific purpose of hosting a World Wide Web site.

**2. Warranties/Disclaimers.** Web site hosting services WebSlingers Web Development is provided on an "as is, as available" basis. No warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to WebSlingers Web Development or any information or services provided herein.

WebSlingers Web Development shall have no liability or responsibility for any direct, indirect, incidental or consequential damages suffered by you in connection with your use of or inability to use the services including, but not limited to, damages from loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions, or due to inadvertent release or disclosure of information sent by you even if the same is caused by WebSlingers Web Development's own negligence.

Without limiting the generality of the foregoing, WebSlingers Web Development disclaims to the full extent permitted by applicable law any responsibility for (and under no circumstances shall be liable for) any conduct, content, goods and services available on or through the Internet or the WebSlingers Web Development services. In no event shall WebSlingers Web Development's aggregate liability exceed the amount paid by you to WebSlingers Web Development for WebSlingers Web Development's services.

**3. Security.** Client is responsible for all use of Client's account(s) and confidentiality of password(s), including choosing safe passwords and ensuring file protections are set correctly. WebSlingers Web Development will suspend access or change access to Client's account(s) immediately upon notification by Client that Client's password has been lost, stolen or otherwise compromised. WebSlingers Web Development is not liable for any usage and or charges prior to WebSlingers Web Development making the necessary account alteration. Electronic mail on this system is as private as we can make it. WebSlingers Web Development's Clients are reminded that no computer network can ever be considered completely safe from intrusion. E-Mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted -- and even encrypted information is only as secure as the encryption method utilized.

**4. Personal Files.** WebSlingers Web Development is not responsible for any Client's personal files residing on WebSlingers Web Development's computer network. Client is responsible for independent backup of Client's data that is stored on WebSlingers Web Development's computer network. WebSlingers Web Development reserves the right to delete any Client's personal files after one or both parties terminate the service agreement between WebSlingers Web Development and Client. WebSlingers Web Development reserves the right to delete Client files immediately after a service is suspended for non-payment of overdue monies. At which time, an account reactivation fee may be charged to reactivate the account.

**5. Non-Transferability of Account.** The right to use WebSlingers Web Development's web hosting service is not transferable. Use of WebSlingers Web Development accounts is expressly limited to the individual or business whose name appears on the account.

**6. Network Address Ownership.** Any network address assignments issued by WebSlingers Web Development (i.e., IP addresses and Class C address space) are the property of our upstream providers and are considered to be loaned to WebSlingers Web Development's

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Clients. In the event that a Client's service with WebSlingers Web Development is discontinued for any reason, such addresses will revert to WebSlingers Web Development and subsequently our upstream providers. If a Client of WebSlingers Web Development participates in a service of WebSlingers Web Development which provides for a unique Domain Name System (DNS) entry, Client will retain ownership of the assigned Domain Name, provided they have registered and paid for such with the appropriate agency, but not to the IP address to which it was assigned by WebSlingers Web Development.

**7. Compliance With All Laws.** Client agrees to use the service in a manner consistent with any and all applicable laws and regulations of the United States of America, the State of Michigan, the State of Tennessee and Client's locality. Reproduction or transmission of any material in violation of any local, state, U.S., or international law or regulation is prohibited. Client agrees that any material to be reproduced or transmitted on WebSlingers Web Development's service through Client 's account(s) does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, libelous or threatening. Software intended to facilitate any such violations or infringements may not be stored on WebSlingers Web Development's computer network. Client shall defend, indemnify and hold harmless WebSlingers Web Development, its subsidiaries, employees, agents, et al, from and against any claims, liabilities and expenses, including attorney fees, resulting from any Client's use of the WebSlingers Web Development service or a Client's account in an unlawful manner or otherwise in violation of or contrary to Client's Agreement with WebSlingers Web Development or WebSlingers Web Development's Acceptable Use Policies. At WebSlingers Web Development's discretion, WebSlingers Web Development may revoke any Client's access to WebSlingers Web Development services or accounts for inappropriate usage. Complaints received by WebSlingers Web Development addressing content issues will be forwarded to Client via e-mail. Client then has 24 hours to correct and respond to WebSlingers Web Development and source of such complaint. Failure by Client to respond may result in immediate interruption of service, without refund.

**8. Unacceptable Conduct.** The following types of conduct are grounds for immediate suspension of service pending investigation by WebSlingers Web Development and may result in termination of the account(s) if the investigation determines that Client has originated or otherwise transmitted these types of traffic. In addition, WebSlingers Web Development reserves the right, where feasible, to implement technical mechanisms which block multiple postings by a Client as described below before such postings are forwarded:

(a) Sending unsolicited mass e-mail messages (i.e., to more than 25 users) which provoke complaints from the recipients. Spam/UCE (unsolicited commercial e-mail) complaints will be met with a warning to Client. Client will have 48 hours to respond to warning. If Client does not respond, WebSlingers Web Development has the option, at its sole discretion, to cancel Client's account. If Client responds to a warning and continued complaints arrive, WebSlingers Web Development has the option, at its sole discretion, to cancel Client's account. Any monies paid by Client will not be returned to Client as payment for the administration charge for dealing with such complaints. Account setup fees are never refundable.

(b) Engaging in activities described in (a) above from a provider other than WebSlingers Web Development and using an account on WebSlingers Web Development as a mail drop for responses, or to draw attention to a web site housed within WebSlingers Web Development's networks.

(c) Continued harassment of other individuals on the Internet after being asked to stop by those individuals and/or by WebSlingers Web Development.

(d) "Mail bombing", i.e., sending large volumes of unsolicited e-mail to individuals or to individual business accounts.

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(e) Impersonating another user or otherwise falsifying one's user name in e-mail or with any other Internet service (this does not preclude the use of nicknames in IRC or the use of anonymous remailer services).

(f) Privacy violations: Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user. We reserve the right to monitor your paths through the network.

(g) Network-unfriendly activity: Attempts to interfere with the regular workings of WebSlingers Web Development's systems or network connections or which adversely affect the ability of other people or systems to use WebSlingers Web Development's services or the Internet, including, but not limited to:

1. Any unauthorized attempts by a user to gain root access or access to any account not belonging to that user on this or any other WebSlingers Web Development system;

2. Any use of this or any other WebSlingers Web Development system as a staging ground to disable other systems.

3. Client agrees that WebSlingers Web Development charges a fee not less than \$200/per hour per occurrence, one hour minimum, as an administrative fee for answering e-mail, accepting telephone calls, writing letters, reading e-mail and/or U.S. mail, consulting with upstream providers and any other extra work relating to a Client's use of preceding SPAM, UCE, harassment and/or copyright issues. **We highly recommend that Clients refrain from this activity as it is very expensive for them.**

(h) Any activity which violates the laws or statutes of the United States or the states of Michigan or Tennessee.

**9. Excess Utilization of System or Network Resources.** WebSlingers Web Development's account descriptions in some cases may specify limits on bandwidth, CPU and disk utilization for certain types of Clients, and use up to these limits is included in the price for that type of Client. In the event WebSlingers Web Development determines that a Client is exceeding the bandwidth, CPU and/or disk utilization limits, Client will be notified by e-mail. If the excess use continues for more than 24 hours after such notification or hampers the performance of the server that Client's site is hosted on, Client may be requested to upgrade their web hosting service agreement, or to modify the activity creating the excess use. If excessive bandwidth, CPU or disk space utilization is determined by WebSlingers Web Development to adversely affect WebSlingers Web Development's ability to provide service for all Clients, immediate action may be taken to alleviate the problem. In such event, Client will be notified by e-mail as soon as practical.

**10. Monitoring/Privacy.** WebSlingers Web Development reserves the right to monitor any and all communications through or with WebSlingers Web Development facilities. Client agrees that WebSlingers Web Development's network is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for WebSlingers Web Development's employees to examine system accounting logs and other records to determine if privacy violations or other network-unfriendly activities have occurred. WebSlingers Web Development also reserves the right to access a Client's mailbox or other files stored on WebSlingers Web Development systems to resolve system problems or mail system errors or other reasons.

**11. Cooperation with Authorities.** WebSlingers Web Development reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, postings or e-mail containing threats of violence or other illegal activity.

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**12. Confidentiality of Personal Subscriber Information.** WebSlingers Web Development will not release a Client's personal subscriber information or a Client's billing information to any third party except upon presentation of a valid court order of a government or entity within our jurisdiction. Client agrees that WebSlingers Web Development's judgment as to the validity of any court order of subpoena shall be considered proper and final.

**13. WebSlingers Web Development's Right to Suspend or Cancel Account.** WebSlingers Web Development reserves the right to suspend or cancel service to a Client at any time and without notice, for any reason, including, but not limited to, refusal or failure to pay for services provided or by sole judgment of WebSlingers Web Development that Client may be performing activities harmful to WebSlingers Web Development or its subsidiaries, Clients, employees, vendors, business relationships or any other users of the Internet. All charges are due upon receipt by Client. Failure to pay invoices within 10 days is grounds for immediate suspension and/or cancellation.

**14. WebSlingers Web Development's Right to Damages.** WebSlingers Web Development reserves the right to collect damages (software, hardware and man-hours) if any harm is done to WebSlingers Web Development which requires repair or reconfiguration of any kind. This includes, and is not limited to, responding to complaints from misuse of the Internet via spamming and other terms of service violations. We will charge for these costs and have a full legal right to collect.

**15. Other Remedies/Non-Waiver.** Nothing contained in these policies shall be construed to limit action WebSlingers Web Development may take or remedies available to WebSlingers Web Development in any way with respect to any of the described conduct. WebSlingers Web Development reserves the right to take any additional actions WebSlingers Web Development may consider appropriate with respect to such conduct, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the WebSlingers Web Development service, and levying cancellation charges to cover WebSlingers Web Development's costs in the event of disconnection of dedicated access for the causes outlined above. In addition, WebSlingers Web Development reserves at all times all rights and remedies available with respect to such conduct at law or in equity.

Non-enforcement of any policy or rule herein does not constitute consent or waiver, and WebSlingers Web Development reserves the right to enforce such policy or rule at its sole discretion.

**16. WebSlingers Web Development's Right to Change Service.** WebSlingers Web Development reserves to right to change without notice the WebSlingers Web Development service, including, but not limited to, access procedures, hours of operation, menu structures, commands, pricing, features, statistics, documentation, vendors, source and speed of Internet connection and services offered.

**17. WebSlingers Web Development's Right to Modify Its Acceptable Use Policies.** WebSlingers Web Development may modify its Acceptable Use Policies upon notice published online via WebSlingers Web Development's web site. Client's use of WebSlingers Web Development services after such notice shall constitute Client's acceptance of the modifications to these policies.

**18. Refunds, Charges And Chargebacks.**

Account setup fees are non-refundable.

Domain name registration/renewal fees are not refundable.

Annual SSL (Secure Server) fees are not refundable.

Charges for web development services already performed are not refundable.

Fees paid in good faith to third parties in the name of Client are not refundable.

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If we terminate your hosting service for policy violation, then there will be no refunds of any kind.

If you terminate your hosting service before it expires, we may, at our discretion, refund the unused hosting (full months remaining x monthly hosting fee).

Chargebacks will be met with full legal methods to collect monies due to WebSlingers Web Development for services contracted. Client hereby agrees to the terms of service herein and by making payment -- whether using the the online signup form or other method -- commits to the service charges explained herein.

Other fees may be refundable on a case-by-case basis.

**19. Internet Method Of Agreement.** We offer an online signup form whereby you can set up your hosting account and send us the information necessary to do so. By selecting the "I AGREE" option on the signup form, you signify that you understand and agree to the terms of this Acceptable User Policy. This is an established and legally accepted method of creating a business relationship online, and will be enforced accordingly.

The undersigned hereby agree to the terms, conditions and stipulations of this Contract on behalf of his or her organization or business.

This Contract constitutes the entire understanding of the parties. Any changes or modifications hereto must be in writing and signed by both parties.

**AGREED TO:**

Client

By \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

WebSlingers Web Development

By \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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