



## Host1Help1 Hosting Agreement: Terms of Use

NOTE: THIS DOCUMENT CONTAINS CONFIDENTIAL MATERIAL FOR THE EXPRESS USE AND EVALUATION OF THE INDIVIDUAL OR BUSINESS TO WHICH IT WAS DELIVERED BY Host1Help1. ANY OTHER USE IS PROHIBITED.

Host1Help1 ("Host1Help1") agrees to provide **website hosting services** to the Subscriber ("CLIENT") subject to the following:

1. **Scope of Service:** Host1Help1 agrees to provide an active website hosting environment & domain registration services for CLIENT's website(s) as specified by the specific plan the CLIENT subscribes to.
2. **Use of Services:** CLIENT agrees to refrain from the following as it relates to their hosting subscription. a) Sending any unsolicited email messages, if the messages would be reasonably expected to provoke complaints. We follow the expectations outlined in the CAN-SPAM Act. b) Using the hosted website to engage in or promote any illegal activities, activities harmful to other's computer, data, software, or networks including but not limited to hacker activities, virus creation, and distribution, denial of service attacks. c) Using hosted services to engage in copyright, trademark, or patent infringement, display of materials that exploit children under 18 years of age or contain pornographic material of any kind, providing content that is offensive to the online community, including but not limited to profanity, bigotry, prejudice, racism, or hatred.
3. **Cancellations:** Prior to renewal date, the CLIENT may cancel their hosting subscription at any time. There are no prorated refunds for early subscription cancellation.
4. **Terminations:** Host1Help1 reserves the right to terminate this agreement at any time with a 30 day advance notice or Host1Help1 may terminate the hosting environment immediately if agreement is broken by CLIENT.
5. **Payment:** CLIENT agrees to pay fees as specified by the hosting plan chosen. All fees are due at the beginning of each cycle/period (monthly, quarterly, or annually) and apply to the upcoming cycle/period. The hosting subscription is automatically renewed after the initial subscription period as described in your original agreement with Host1Help1. In the event of non-payment, services will be deactivated. Late fees of 10% per month apply.
6. **Bandwidth Allotted:** Specific quantity of bandwidth (incoming and outgoing) is allocated to each hosted website. Any use beyond this amount requires pre-approval and additional fees will be agreed upon.
7. **Performance and Data:** Host1Help1 will make every reasonable effort to assure your website is available at all times. This includes regular updates and maintenance on the server. Host1Help1 is not responsible for lost emails, data, or potential business due to a provider or service outage. Host1Help1 maintains regular backups of the server. The CLIENT is ultimately responsible for all data (email, images, HTML files, etc) on their website.
8. **Warranties:** Host1Help1 represents and warrants to CLIENT that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement. However, CLIENT will not determine or exercise control as to general procedures, formats or subcontracting necessary to have these services meet CLIENT'S satisfaction.
9. **Exclusions:** Host1Help1 is not responsible for custom or third party software installations, custom programming or custom scripts.
10. **Limited Liability:** Host1Help1 will not be liable under any circumstance for any special or incidental damages arising out of or in any way connected with this agreement. This includes but is not limited to lost profits, lost data, phone bills, loss of privacy, loss of reputation, and damages to third parties. The CLIENT is fully responsible for all the usage of their account.