

Terms of Service

These Terms of Service are incorporated into the Service Agreement on the front of this document and agreed to in full by the Client. Where reference is made to "services" such shall mean those described on the front of this agreement or attachments hereto.

Acceptable use: Company shall post on its web site, "Acceptable Use" and "Anti-Spam" policies, which shall be incorporated herein by reference. Such policies are subject to change without prior notice. No Client shall use email service provided by Company to send or cause to be sent any unsolicited emails in violation of the posted policy. A Client violating this provision, upon valid and confirmed complaint from a recipient thereof, shall be subject to a penalty of up to \$500.00 per complaint and to disconnection of email service.

Marks: It shall be the sole responsibility of the Client to obtain written permission for the use of copyrighted materials not owned by said Client. Company shall retain the right to delete any contested materials from the Client's web site without prior notice to Client and it shall remain the Client's obligation to obtain and provide written permission to display said materials before they shall be restored to the web site. Client shall defend Company, at Client's sole expense, in any action arising from the display or use of any materials supplied by the Client either directly or by reference.

Content: Unless otherwise specified in writing, it shall be the sole responsibility of the Client to provide to Company, in a timely manner, all necessary materials, content or information necessary to perform the services specified. Company may refuse content submitted where such content is either illegal, obscene, hate related or appears on its face to belong to a person or party other than the Client unless permission to use is provided. Where client has direct means to place content on line, Company shall retain the right to delete any content that violates the above.

Domains: Company shall register domain names in the name of the Client. When domain(s) are due for renewal, Company will attempt to notify Client and shall accept payment for subsequent renewal. It is the Client's ultimate responsibility to assure that his/her domain(s) are properly renewed when due regardless of where or by whom they are registered.

Contacts: Client shall be responsible to notify Company 10 days in advance of any change of location, contact information or email address. Failure to do so may make it difficult to manage domain names or to receive emails that may be forwarded to an expired address. Client shall hold Company harmless for any errors or losses that occur due to outdated information.

Payments: Client shall pay Company all amounts due on or before the prescribed due date(s). The balance due on the initial construction shall be payable 30 days from the date of this agreement. Delays in construction due to Client's failure to promptly deliver necessary content shall not be grounds for late or non-payment of the balance or of hosting and maintenance fees. The Company, at its discretion, may add a late fee to any unpaid balance. Balances remaining unpaid for over 60 days may be charged a reasonable interest rate in addition to any late fee and may be disconnected subject to reconnection fee. Monthly hosting fees may be charged to a credit card upon completion of the proper authorization which may be terminated in writing prior to the first of any month to avoid being billed for the next month. Termination after the first of the month will be effective for successive billing periods. No refund will be made after a charge has been made for hosting. Clients who pay on invoice and who are late more than two times in any calendar year shall agree to approve automatic payment thereafter, and shall provide the necessary information.

Default: Should a payment be refused by Company's bank due to insufficient funds or declined credit card transaction, Client shall pay to Company a NSF charge of \$25.00 in addition to any balance and/or late fee due. This fee shall additionally apply to any subsequent attempts to submit the same article for payment when authorized by Client. It is the Client's responsibility to notify Company of changes to credit card or bank account information kept by Company for the automatic processing of payments.

Cancellations: The initial term of this agreement with respect to hosting services shall be one (1) year from date signed by Client. Cancellations prior to the end of that period shall be subject to early termination fee equal to 33% of the remaining value of this agreement. Clients may cancel at any time upon written notice thereafter. There shall be no refunds for unused services.

Liquidated damages: Clients may be required to post a deposit prior to commencement of the delivery of services or the installation of their domain(s) on our servers. In the event of cancellation of this agreement prior to completion of the work, Client shall forfeit this deposit in full or in part, at Company's discretion, to cover costs of work or expenses incurred by Company.

Liability: Client shall hold Company harmless for any disruption of service due to but not limited to: acts of nature, internet traffic, network congestion, criminal or malicious acts, governmental actions or regulations, telecommunications failures, virus attacks, or labor disputes. Clients shall also hold Company harmless for any release of or display of information published on the web at the request of said Client including but not limited to miss-use of: email, phone numbers, fax numbers, addresses etc. In no event shall Client hold Company liable for any amount in excess of the actual amount paid to Company for the period adversely effected.

Enforcement: This agreement shall be subject to the laws of the State of Florida with venue residing in Miami-Dade County, Florida. Client agrees to pay Company all reasonable and necessary costs associated with the enforcement of any payment or provision of this agreement including but not limited to: attorney fees, court costs, collection agents, processing fees, etc.

Sever ability: Should a court of competent jurisdiction determine any portion of this agreement to be invalid, all other provisions herein shall remain in effect.

Assignment: Company reserves the exclusive right to assign this agreement at any time without notice to Client.

Service & Support: Company shall post means and methods of obtaining support on its web site. Basic Technical support is provided as a service at no charge to Clients who's accounts are in good order. Software support may be provided by a third party. Costs for changes or upgrades shall be paid by Client, as appropriate and as agreed to by Client. Such agreement may be in writing or via email.