

## Web Hosting Contract

For \_\_\_\_\_

1. Richard Consulting will provide web hosting for the above-named Client web site through Surpass Hosting, Inc.
2. Client agrees to pay yearly invoices to Richard Consulting in a timely manner, in advance for any year in which he wishes to continue hosting services.
3. Client agrees to the attached Hosting Terms and Conditions. A copy of the Hosting Terms and Conditions are also maintained on the Richard Consulting website, <http://rcbizdev.com/hosting.html>
4. Client will be required to pay the hosting in advance.
5. Typically, there are no additional costs associated with web hosting. However, web hosting companies occasionally implement changes on servers which may require minor adjustments to your web site code. "down-time" or other problems requiring the assistance to communicate with the web host company may also occur. This type of work may be billed at his normal hourly rate. Please consult your Website development agreement.
6. Richard Consulting shall not be responsible for any loss of business or other damages resulting from occasional "down-time" or other technical problems related to the host server, whether caused by the web hosting company or by broader Internet problems beyond our control.
7. Your hosting account has a bandwidth usage limit depending upon the hosting plan selected. We realize that from time to time, a Client may have unanticipated circumstances which cause their web sites to exceed this limit. In *rare* cases, such overages may result in additional charges, or temporary suspension of service. Should this occur, Richard Consulting will first make every effort to contact you to prevent any unexpected charges or service interruptions.
8. By allowing your website to be setup on the Richard Consulting service, you agree to this above and the published Terms and Conditions.

## **Terms and Conditions**

### **Terms and Conditions**

This terms of service policy constitutes a legal agreement between you and Richard Consulting; A web hosting provider. The terms of service may be updated by Richard Consulting as we deem necessary. It is your responsibility to make sure all use is in accordance with this policy.

### **Acceptance;**

If you are accepting on behalf of a company, you represent and warrant to Richard Consulting that you have full authority to bind such company.

If you do not agree to abide by this policy please do not use our services.

### **Prohibited conduct;**

You will violate this policy if you engage in the following examples of prohibited activities while using our services:

#### **Mail Policies:**

Richard Consulting has a zero stance policy on SPAM, Junk E-mail or UCE. Spam, Junk-mail and UCE are defined as: the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient.

A message is considered unsolicited if it is sent to a recipient who has not requested or invited the message. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of Richard Consulting whether or not the message actually originated from our network.

Other restrictions include; using our network for the receipt of replies to unsolicited mass email (spam) sent from a third-party network or the forgery of email headers is prohibited.

#### **Mass Mailings:**

Sending mass unsolicited email is considered spam. Unsolicited email is defined as email sent to a recipient who has not double-opted in to mailings.

Senders of mass mailings must maintain complete and accurate records of all opt-ins, including the email and its headers if applicable, and provide such records to Richard Consulting upon request. If positive and verifiable proof of opt-in cannot be provided, complaints from recipients of the mailing are considered proof they did not subscribe and the mailing is unsolicited.

Our mass mailing rules apply to mailing lists, list servs, or mailing services contracted for by Customer. The policy is stated as follows: An acceptable mailing list will be focused at a small targeted audience that has voluntarily signed up for e-mail information using a double opt-in process or that has made their e-mail address available to you for distribution of information. The list must also allow for automatic removal by all end users with non-distribution in the future. Mailings with a bounce rate higher then 10% will be considered spam.

#### **Facilitating a Violation of this Policy;**

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks and piracy of software.

#### **Infringing Intellectual Property Rights. Engaging in any activity that:**

Infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities;

Violates privacy, publicity, or other personal rights of others.

Obscene Speech or Materials:

Using Richard Consulting's services to advertise, transmit, store, post, display, or otherwise make available child pornography. Richard Consulting shall notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through our services.

Promoting Violence or Injury;

Advocating, promoting or providing assistance in carrying out violence or any other unlawful activity against any persons, animals or any governments, businesses or other entities;

Describing or displaying a weapon, or parts of weapons, or manuals for assembling any weapon, including but not limited to firearms, ammunition, explosives, grenades, bombs and caustic or other dangerous substances contrary to any laws;

Promoting products or services that involve a significant risk of death or injury to any persons, or damage to business or other entities or property contrary to any laws.

Defamatory or Abusive Language:

Using Richard Consulting's services as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers and Masking of IP Addresses:

Forging or misrepresenting message headers or masking IP Addresses, whether in whole or in part, to mask the originator of the message or other Internet activity.

Illegal or Unauthorized Access to Computers or Networks:

Accessing illegally or without authorization computers, accounts, or networks belonging to Richard Consulting or another party, or attempting to penetrate security measures of another individual's system (often known as "hacking");

Engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities;

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks;

Engaging in activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

IRC (Internet Relay Chat);

IRC activity "of any kind" is strictly prohibited.

Misuse of Account Features:

Operating any service which makes an account feature available to third parties for any use other than normal access to that account's Web site is forbidden;

Operating any service which enables or assists anonymous or abusive behavior by third parties is forbidden;

Operating any service which affects the stability or reliability of any Richard Consulting server or network component, impacts other users or the company negatively, or degrades quality of service is forbidden.

All account features and services are to be used solely in order to develop and implement the Web site and Web pages associated with that Richard Consulting account. Resellers may make reasonable use of account features shared between multiple accounts they are being billed for.

Under no circumstance may our server and network resources be used as a means to provide free hosting to the public. Resellers may make reasonable use of the resources for their private endeavors and business related activity.

#### Export Control Violations;

Exporting encryption software over the Internet or otherwise, to points outside Canada or the United States.

Illegal Activities;

Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

#### Other Activities;

Engaging in any other activity, whether lawful or unlawful, that Richard Consulting in its sole discretion determines to be harmful to customers, operations, reputation, goodwill or customer relations.

#### **Consequences for engaging in prohibited conduct;**

In the event that you engage in any of the activities above, and as determined by Richard Consulting in its sole discretion, Richard Consulting may immediately suspend or terminate access to the services or terminate our agreement with you and recover costs and expenses for any harm caused to the Richard Consulting or its suppliers.

#### **Fees, payments and billing policies;**

As consideration for the services you have selected, you agree to pay the applicable service fees. All fees payable hereunder are non-refundable except those fees covered by the "30 Day Money Back Guarantee" where advertised on the Richard Consulting Website.

#### **As further consideration for the services, you agree to;**

Provide certain current, complete and accurate information about you as required by the registration process and maintain and update this information as needed to keep it current, complete and accurate.

#### **Fees and Payments;**

All fees are payable in US Dollars. All payments are due on your account's bill day;

Richard Consulting accepts Company Checks, when properly endorsed and PayPal. All Checks will be made payable to Richard Consulting. If PayPal is used as the payment gateway, payment will be made to Richard Consulting's PayPal account: sales@rcbizdev.com.

Your "Bill Day" is the day of the month you created your first Richard Consulting account. Your account will be billed on this day every month, quarter or year, depending on the payment plan you have selected; charges apply accordingly.

**Cancellation policy;**

Services will automatically renew until a service is cancelled. If you do not wish to renew your Monthly or Annual Service agreement you must cancel your account by sending an email to our Sales department (sales@rcbizdev.com), your control panel username and password must be included;

A cancellation refers to the removal of user materials from our systems and the deactivation of services. You will be required to pay any outstanding charges owed before any cancellation will take place. Please be aware that there are no pro-rated refunds after the first 30 days of service regardless of billing cycle;

Domain Name Registrations CANNOT be cancelled. As the purchaser of the Domain Name you are the Domain Name's owner until the term of the Domain Name's registration has expired;

**30 day money back;**

Most services offered by Richard Consulting carry a 30 Day Money Back policy. If you are not completely satisfied with our services, you will receive a full refund for the hosting fees during the first 30 days after the service was added.

Accounts with violations of our policies will not receive a refund under any circumstance.

**LIMITATION OF LIABILITY**

You agree that our entire liability, and your exclusive remedy, with respect to any Service(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed five hundred (\$300.00) dollars.

**DISCLAIMER OF WARRANTIES;**

You agree that your use of our service is solely at your own risk. You agree that such Service is provided on an .as is. basis.