

WEB HOSTING SERVICE TERMS & CONDITIONS

1. TERM AND COMPENSATION:

a) The parties agree to a month to month contract due on the 1st (first) of the month, unless otherwise specified in Schedule A, beginning after Provider's receipt of payment of the initial monthly or other service fee as provided in the attached Schedule A.

b) This Agreement will automatically renew for successive periods as defined in Schedule A unless canceled in writing 30 (thirty) days prior to the renewal date. Client will receive an invoice for charges as defined in Schedule A. Such charges and fees are subject to change. Continuation of use of services by Client indicates agreement to such changes or revisions.

c) A one time per month late charge of Ten Dollars (\$10.00) will be charged to Client if payment is not received within 7 (seven) days of the due date. Provider, at its sole discretion, also has the option to terminate or otherwise deactivate the Client's account with only 7 (seven) days notice of nonpayment.

2. DISCLAIMER OF WARRANTY:

a) PROVIDER'S SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. DUE TO PROVIDER'S RELATIONSHIP WITH ON LINE NETWORKS, THE PROVIDER GIVES NO WARRANTY, EXPRESSED OR IMPLIED, FOR THE WEB HOSTING SERVICES PROVIDED, INCLUDING WITHOUT LIMITATION, WARRANTY OF THE MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY EXPRESSLY DISCLAIMS ANY RIGHT TO REIMBURSEMENT FOR DIRECT OR CONSEQUENTIAL LOSSES, INCLUDING BUT NOT LIMITED TO LOSSES OF INCOME, DUE TO DISRUPTION OF SERVICE BY PROVIDER OR ITS PROVIDERS BEYOND THE FEES PAID BY CLIENT TO PROVIDER FOR SERVICES.

b) Client acknowledges Provider's Web Hosting service may be interrupted and is not likely to be error free. Provider makes no warranty as to the results that may be obtained from the use of the Web Hosting service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Web Hosting service, unless otherwise expressly stated in this Agreement.

c) Under no circumstances, including negligence, shall Provider, its offices, agents, employees, officers, or anyone else involved in creating, producing or distributing Provider's Web Hosting service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Provider's Web Hosting services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Provider's records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on Provider's Web Hosting services.

d) Use of any information obtained by way of Provider is at Client's own risk and Provider specifically denies any responsibility for the accuracy or quality of information obtained through its services. Provider does not guaranty end to end bandwidth.

e) Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement.

3. TRADEMARKS AND COPYRIGHTS:

a) Client warrants that it has the right to use the applicable trademarks of Client, and grants to Provider the rights to use such trademarks, if any, in connection with Provider's referencing of, cataloging of, or indexing of Provider's Web Hosting clients.

b) CLIENT HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON PROVIDER THROUGH CLIENT'S ACCOUNT(S) WILL NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING LIBELOUS OR HARMFUL. CLIENT WILL HOLD PROVIDER HARMLESS AND IDEMNIFY PROVIDER FROM ANY DAMAGES, FINES, OR COSTS INCLUDING ATTORNEY FEES WHICH MAY ARISE FROM ANY SUCH VIOLATION OR INFRINGEMENT.

4. CAPACITY:

Client certifies that he or she has full right and authority to enter into this agreement to bind Client hereto.

5. INTERNET ETIQUETTE:

a) Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. Provider is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider or its customers may utilize.

b) Use of distribution list via unsolicited electronic mail or other electronic mailings is strictly prohibited unless approved by provider. If approved, such mailings must still adhere to any federal and/or state regulations concerning such electronic communications. The Provider reserves the right to deactivate the Client's Web Hosting account(s) upon an indication of such activity. Client hereby agrees to indemnify and hold harmless the Provider from any claim resulting from the Client's or another party's use of electronic mail service(s) on the Client's Web Hosting account(s).

c) Section 5b does not apply to electronic mail sent within the clients ordinary course of business provided it said electronic mail adheres to any federal and/or state regulations regarding the distribution of electronic mail.

6. TERMINATION:

This Agreement may be terminated by either party with written notice of 30 days prior to monthly renewal date. Outstanding invoices are not affected by termination. Provider may terminate service under this Agreement at any time, without penalty, if Client fails to comply with the terms of this Agreement.

7. INDEMNIFICATION:

a) CLIENT HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON PROVIDER THROUGH CLIENT'S ACCOUNT(S) WILL NOT CONTAIN ANYTHING LEADING TO AN ABUSIVE OR UNETHICAL USE OF THE WEB HOSTING PRODUCT(S) OR THE HOST SERVER(S). ABUSIVE AND UNETHICAL MATERIALS AND USES INCLUDES, BUT IS NOT LIMITED TO, PORNOGRAPHY, OBSCENITY, NUDITY, VIOLATIONS OF PRIVACY, COMPUTER VIRUSES, ANY HARASSING AND HARMFUL MATERIAL OR USES, ANY ILLEGAL ACTIVITY, OR MATERIAL ADVOCATING ILLEGAL ACTIVITY, AND ANY INFRINGEMENT OF PRIVACY OR LIBEL.

b) Client agrees that it shall defend, indemnify, save and hold Provider harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Provider, agents, its clients, servants, officers and employees, that may arise or result from publication or use of client's materials, any service provided or performed or agreed to be performed or any product sold by officers, directors, Client, its agents, employees, agents, or assigns. Client agrees to defend, indemnify and hold harmless Provider against Liabilities arising out of (i) any injury to person or property caused by any products or services sold or otherwise distributed in connection with Provider's Web Hosting service; (ii) any material supplied by Client infringing on the proprietary rights of a third party; (iii) copyright or trademark infringement and (iv) any defective product which Client sold on the Web Hosting.

8. CONTRACT REVISIONS:

Revisions to this Contract will be considered agreed to by Client on renewal of Provider's Web Hosting services as specified in Section 1(c).

9. ENTIRE UNDERSTANDING:

a) This Agreement contained in this Contract constitutes the sole agreement between Provider and Client regarding its Web Hosting service. It is construed in accordance with the laws of Missouri. Any litigation or lawsuits incidental to this Agreement shall be filed and be determined in Springfield, Missouri unless otherwise agreed to in writing by Provider.

b) Client will use the Web Hosting services in a manner consistent with any and all applicable laws of Missouri, any other state and the U.S.