

website hosting agreement



This agreement is between 2k Web Group (PROVIDER) and the party seeking hosting services (CLIENT). As an organization or individual seeking web hosting services, the client agrees to the following:

1. FEES AND PAYMENT

As consideration for the Services, you agree to pay to us all fees (including applicable taxes) as specified for the Service. Fees will be billed annually in advance for the upcoming year. All fees payable are due upon the due date listed on the invoice from us and are non-refundable. All additional Service fees will be invoiced monthly on the last day of the month in which they occurred.

- I. The first payment is due at the time the agreement is executed and returned to 2k Web Group.
- II. Hosting renewals will be renewed automatically, with payment due within 15 days before renewal date. 2k Web Group will attempt to charge the credit card on file on the listed due date on the invoice. In the event that the credit card is declined, 2k Web Group will contact Client to make alternative payment arrangements. In the event that the Client fails to pay for such services within 5 days after the due date, 2k Web Group shall be entitled to terminate this Agreement, discontinue the service and suspend the website hosting until payment is made. A service fee of \$50.00 may also be applied to the balance due.

2. TERMINATION OF SERVICES

This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Written notice may be by postal, email or fax transmission. 2k Web Group reserves the right to verify all cancellations before terminating service. Notwithstanding the above, 2k Web Group may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with any of the terms of this Agreement.

3. SITE LEGITIMACY AND LEGAL USE

Client represents that, to the best of their knowledge and belief, the websites used with this Service do not directly or indirectly infringe on the legal rights of any party, and that the website is not being used for unlawful purposes.

Client further agrees, unless otherwise authorized by us in writing, not to use the Services to deliver pornographic materials, as defined in our sole discretion, including, but not limited, to video or images of naked or semi-naked people, or people appearing in sexual situations. If, in our opinion you have used the Services for this purpose, we reserve the right to immediately terminate Services.

Client further agrees not to use the Services to deliver unsolicited bulk e-mail ("spam"). If, in our opinion you have used the Services for this purpose, we reserve the right to immediately terminate Services. If you are planning any sort of mass or bulk mailing, we recommend you use a third-party mailing service for this purpose.



4. LIMITATION OF LIABILITY

Client expressly agrees that use of the server offered by 2k Web Group is at your sole risk. Neither 2k Web Group, its employees, affiliates, agents or the like, warrant that the server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the 2k Web Group server service.

Client agrees 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 paid for such Service(s). 2k Web Group and/or its 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 jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, 2k Web Group's liability is limited to the extent permitted by law. 2k Web Group disclaims 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 services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. Client agrees that 2k Web Group will not be liable for any loss of registration and use of your domain name(s), 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 2k Web Group has been advised of the possibility of such damages.

5. INDEMNITY

Client agrees that it shall defend, indemnify, save and hold 2k Web Group harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees asserted against 2k Web Group, its agents, its customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless 2k Web Group against Liabilities arising out of any of the following:

- I. any injury to person or property caused by any products sold by the Client or otherwise distributed in connection with 2k Web Group's Server service;
- II. any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party;
- III. copyright infringement; and
- IV. any defective product which Client sold on the Server offered by 2k Web Group.



6. TRANSFER OF SERVICE

There is no provision to transfer the service to another party under this Agreement. Where a transfer of Service to another party occurs, it is deemed to have occurred by the original parties to this Agreement canceling the Agreement, and the new parties entering into a new Agreement.

Our signatures below indicate our agreement with the terms of this contract.

Signature of Client

Date

Signature of 2k Rep

Date

CREDIT CARD AUTHORIZATION

Client Name

Billing Email Address

I hereby give authorization to 2k Web Group to bill my credit card for all billable website hosting services. I will notify 2k if my credit card information changes.

In addition to hosting charges, 2k Web Group has authorization to bill my credit card for any website design, development, maintenance, email newsletters, print media or search engine optimization services or products requested by my company's point of contact.

Once credit card has been billed Client will receive confirmation of credit card payment receipt.

Billing Address

Zip Code

Credit Card Number

Expiration

Signature of Cardholder

Date

