



HOSTING SERVICES AGREEMENT

September 10 2014



ABC WEB SERVICES INC.

This User Agreement for Hosting Services (the "Agreement") is effective XX day of XX month, 201X.

BETWEEN: **ABC WEB SERVICES INC.** (the "Provider"), a company registered and existing under the laws of Barbados, with its head office located at:

Fairfield Road, Black Rock, St. Michael.

AND: **Company A** (the "Customer"), a company registered and existing under the laws of the Barbados, with its head office located at:

XYZ Location, Bridgetown, Barbados.

This User Agreement governs the terms of the use by the Customer of services offered by ABC WEB SERVICES INC. ("the Provider").

1. DEFINITION OF DUTIES

Customer acknowledges and agrees the terms under this Agreement are for web site and/or email hosting and/or domain name services made available by the Provider. The Provider is not responsible for the Customer's site maintenance, changes, modifications, HTML coding, scripting, or programming, now or in the future.

2. PROVISION OF SERVICE

Subject to the terms and conditions set forth in this Agreement the Provider agrees to provide the Customer with:

- (1) the number of megabytes/gigabytes of disc space specified for the tier of service purchased by the Customer on the Provider's Host Server and ensure that the same does not exceed the Customer's allocated quota. For web hosting such disc space shall be used solely for the purpose of storing the web site and the data files that are actively used in connection with the web site. For email hosting such disk space shall be used for storage of email. Subject to availability in our reasonable discretion the Customer may purchase additional server storage space at the Provider's rates in force from time to time.
- (2) a choice of dynamic technologies e.g. ColdFusion or ASP/ASP.NET or PHP including WordPress for web hosting.
- (3) the ability to upload files to your web site using FTP (File Transfer Protocol) or Web Hosting Control panel with the exception of executable files.
- (4) online access to web site statistics giving details on the traffic to your web site.
- (5) daily backups of your web site and email data (which includes all files and databases) and store the back-up materials in a safe and secure environment for 14 days.
- (6) DNS integration to your existing domain name.

- (7) access via the Internet to your web site and email, with such access being provided approximately twenty-four (24) hours per day, with significant downtime only for normal or catastrophic maintenance, hardware or communication problems, replacement or upgrading of system components, normal power outages, and other factors that may affect downtime and which are not created by circumstances within our control. Wherever possible we will communicate expected downtimes to you in advance.

3. CUSTOMER OBLIGATIONS

The Customer shall:

- (1) be responsible for all updates to their web site.
- (2) not upload any files to the web site which are harmful or that would compromise the security of our hosting infrastructure.
- (3) notify the Provider of any desired changes in technologies.
- (4) provide a registered domain name. If the Customer does not have a registered domain name, the Provider will, upon request use commercially reasonable efforts to register the domain name(s) selected by the Customer provided that such domain name(s) is/are available for registration and does not violate any InterNic or other registration services policies, or any law or regulation.

Such registration services shall be subject to the payment of the Provider's applicable fees as exists from time to time and shall be in accordance with the Provider's standard terms and conditions with respect to domain name registration. In the event of any dispute arising out of or related to the

Customer's domain name(s) used in connection with their web site, upon their request, the Provider will attempt to register with InterNic an alternative domain name chosen and attempt to make the web site available under such alternative name.

4. PAYMENT FOR SERVICES

- (1) The Customer will pay for services provided under this Agreement by invoices submitted to the Customer by the Provider. When initiating service, the Customer will be charged a prorated partial monthly charge according to the service plan for the number of days remaining in the calendar month from the time of initiation of service until the end of the month in which service is initiated.

- (2) On or about the first day of every month thereafter, the Customer will be invoiced for the monthly payment for services according to the Provider's published schedule. If this Agreement is terminated on some day other than the last day of the month, the Customer will be obligated to pay the full monthly fee for the services for the month in question. The Provider shall provide detailed invoices and shall maintain, and provide, upon request, back-up documentation for a period of one year from the date of the respective invoices.
- (3) The Customer shall make full payment for services within thirty days of invoice. The Provider shall impose finance fees for any account that is more than 60 days past due. At 60 days past due, the account will be locked. Locked accounts will be unlocked only upon receipt of all payments due.

5. AGREEMENT TERMS

This Agreement shall commence on the date stated above, and shall remain in effect for a minimum period of twelve (12) months. This minimum period commences from the date the hosting service is activated, hereby after referred to as the Service Commencement Date.

Either party to this Agreement may terminate this Agreement with or without cause after the minimum contract period by providing at least thirty days' written notice to the other party.

If either party is in default under this Agreement (including non-payment), then the non-defaulting party may also immediately terminate the Agreement without prior notice to the other party.

This Agreement will automatically renew for successive monthly periods unless cancelled in writing prior to the monthly renewal date.

6. COMPLIANCE WITH THE LAW

The Customer will use the services offered by the Provider in a manner consistent with all applicable local, state/provincial and federal law and regulations.

7. PROHIBITION OF PUBLICATION OF CERTAIN MATERIAL

The Customer shall not knowingly or unknowingly submit to the Provider for publication any of the following material (including pictures, links, or any other content):

- (a) any material which violates or infringes any copyright, trade mark, trade secret, patent, statutory, common law or other proprietary rights of others;
- (b) any material that is libelous or slanderous;
- (c) any material which is or contains anything obscene or pornographic; or
- (d) distribution lists to be used via unsolicited electronic mail or other mass electronic mailings.

Due to the public nature of the Internet, all material submitted by the Customer for publication will be considered publicly accessible. The Provider does not screen in advance the Customer's material submitted to the Provider for publication. The Provider's publication of material submitted by the Customer does not create any express or implied approval by the Provider of such material, nor does it indicate that such material complies with the terms of this Agreement.

8. LIMITATION/DISCLAIMER OF LIABILITY

- (1) The 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.
- (2) The Provider does not represent or warrant to the Customer that the Customer will receive continual and uninterrupted service during the term of this Agreement. In no event shall the Provider be liable to the Customer for any damages resulting from or related to any failure or delay of the Provider to provide service under this Agreement if such delays or failures are due to strikes, riots, fire, inclement weather, acts of God, theft or vandalism or other causes beyond the Provider's control, as defined by standard practices in the industry. Such failure or delay shall not constitute a default under this Agreement.

9. INDEMNITY

The Customer agrees to defend, indemnify and hold the Provider harmless from and against any and all claims, losses, liabilities and expenses (including lawyers' fees) related to or arising out of the services provided by the Provider to the Customer under this Agreement, including without limitation claims made by third parties (including Clients of the Customer) related to any false advertising claims, liability claims for products or services sold by the Customer, claims for patent, copyright or trade mark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by the Customer for publication by the Provider, but excluding those related to the negligence of the Provider.

10. RESALE OF THE PROVIDER'S SERVICE

The Provider does not allow, approve nor authorize the Customer to act as a "reseller" of the services provided by the Provider to the Customer. The Customer's obligations shall apply to any and all claims made against the Provider which arise out of the unauthorized resale of the Provider's services.

11. IP ADDRESSES

The Provider maintains control and any ownership of any and all IP numbers and addresses that may be assigned to the Customer and reserves in its sole discretion the right to change or remove any and all IP numbers and addresses.

12. CONTENT OWNERSHIP

You retain all right, title and interest including without limitation, all copyrights trademarks, patents, trade secrets and any other proprietary rights in the content. You assume sole responsibility for the accuracy of the content and other materials and information appearing on the web site. You grant to us a non-exclusive royalty-free licence for the term of this Agreement to use, copy, modify, adapt, perform and display the content solely as necessary to fulfill our obligations pursuant to this Agreement.

13. WARRANTIES BY THE PROVIDER

The Provider represents and warrants to the Customer that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any local, federal, state/provincial and municipal law. However, the Customer will not determine or exercise control as to general procedures or formats necessary to have these services meet the Customer's satisfaction.

ACCEPTANCE

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

<Company A>

ABC WEB SERVICES INC.

Per: _____

Per: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness: _____

Witness: _____



ABC WEB SERVICES INC.

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