

CSN1 Design Web Hosting Agreement - Terms & Conditions -Terms of Service

AGREEMENT: This agreement is between CFR, Inc.dba CSN1Design (hereinafter referred to as PROVIDER), and the on-line individual or entity who is applying for Web Hosting Services, (hereinafter referred to as CLIENT). CLIENT agrees to an on-line, paperless subscription service, which will be automatically charged on a recurring basis until the service is explicitly cancelled by either CLIENT or PROVIDER. CLIENT acknowledges that all information provided by CLIENT is true and correct to the best of CLIENT's knowledge. CLIENT agrees that the act of submitting an online application form constitutes acceptance of all terms and conditions associated with the services applied for and that the act of online submission shall be in lieu of written signature.

AUTHORIZATIONS: CLIENT will use PROVIDER's services in a manner consistent with all applicable local, state, and federal regulations and laws. CLIENT agrees to pay and authorizes PROVIDER to charge all fees due using the payment information provided by CLIENT at the time of application.

DISCLAIMER: PROVIDER will not be responsible for any damages suffered by CLIENT. PROVIDER'S service is provided on an "as is, as available" basis. PROVIDER gives no warranty, expressed or implied, for the PROVIDER's services, including without limitation, any warranty of merchantability or warranty of fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by PROVIDER and its employees. Any damages incurred by CLIENT due to disruption of service by PROVIDER or its providers shall be expressly limited to the fees paid by CLIENT to PROVIDER for services and shall under no circumstances include reimbursement for losses of income or other consequential damages claimed by CLIENT.

INDEMNIFICATION: CLIENT agrees that it shall defend, indemnify, save and hold PROVIDER harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against PROVIDER, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. CLIENT agrees to defend, indemnify and hold PROVIDER harmless against liabilities arising out of: (1) any injury to person or property caused by any products sold or otherwise distributed in connection with a PROVIDER server; (2) any material supplied by CLIENT infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement. PROVIDER expects that its CLIENTS will fully comply with all applicable laws. A customer's failure to comply with those laws will violate this policy. Finally, PROVIDER wishes to emphasize that in accepting services, CLIENTS indemnify PROVIDER for the violation of any law or PROVIDER policy that results in loss to PROVIDER or the bringing of any claim against PROVIDER. This means, among other things, that if PROVIDER is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against PROVIDER plus costs and reasonable attorneys' fees.

CLIENT RESPONSIBILITIES: Effective use of PROVIDER's services presumes a certain degree of knowledge and skill on the part of the CLIENT. For example, it is presumed that CLIENT possesses at least a rudimentary knowledge of Internet-related processes and software applications such as e-mail, FTP, Telnet, and web-browsing. Creating and publishing a web site on PROVIDER's servers will require some knowledge of either HTML programming or the use of HTML editors, such as Microsoft FrontPage. Certain advanced applications may require a certain level of competence with CGI/Perl programming applications. In lieu of already-established knowledge and skill levels, patience, a desire and ability to learn, and perhaps a little courage will be required. PROVIDER will not be held responsible for CLIENT's inability to use PROVIDER's services due to CLIENT's lack of the requisite knowledge and skills.

NOTIFICATIONS: PROVIDER relies on e-mail as the primary means of notifying CLIENTS of important system news, problems with CLIENTS' accounts or usage of those accounts, billing problems, etc. Any notifications will be e-mailed to CLIENT domain's primary e-mail address and/or to the contact e-mail address provided by CLIENT upon application for services. CLIENT agrees to monitor these e-mail addresses on a regular basis and to respond promptly, if required, to any notifications. CLIENT agrees to notify PROVIDER of any changes to CLIENT's physical or e-mail address, telephone numbers, etc.

POLICY CHANGES: These policies may change with or without notice. CLIENT agrees to comply with these policies in their current and future state. CLIENT agrees to periodically review published policies to ensure understanding of and compliance with current policies.

REFUSAL OF SERVICE: PROVIDER reserves the right to refuse or cancel service at PROVIDER's sole discretion, with or without reason, with or without warning.

ACCEPTANCE: CLIENT expressly understands, acknowledges, and agrees that in submitting an application and paying for any and all services to be rendered by PROVIDER, CLIENT shall abide by all Terms and Conditions stated herein.

JURISDICTION: CLIENT agrees to submit to the jurisdiction of the applicable municipal, county, state or federal court of PROVIDER's physical residence for any litigation, mediation, or arbitration which may arise from any dispute concerning any of the provisions herein. Controlling law shall be that of the State of PROVIDER's residence. The prevailing party in any litigation hereunder shall be entitled to recover its reasonable attorney's fees and court costs.

ACCEPTABLE USE POLICIES USER-SUPPLIED CONTENT: All services may be used for lawful purposes only. Through PROVIDER's Service, CLIENT may have access to chat areas, bulletin boards, web pages, email, or other services that enable CLIENT to send or post materials ("content") and make that content available to others. CLIENT must not submit, publish, or display on the Network any defamatory, inaccurate, abusive, obscene, infringing, or threatening content. In addition, CLIENT may not submit, publish, or display any content that violates any US Federal, State, or Local law. CLIENT is solely responsible for the content made accessible through the Network. CLIENT may not use the Service to assist any other person or entity to violate any Federal, State, or Local laws, ordinances, or regulations. PROVIDER is not obligated to monitor the network to examine available content. CLIENT hereby acknowledges that if PROVIDER is made aware of content that is determined to be, in PROVIDER's sole discretion, unacceptable, undesirable, offensive, indecent, obscene, excessively violent or otherwise objectionable, PROVIDER has the right, but not the obligation, to edit, remove or deny access to such content. PROVIDER may disclose any content or records concerning CLIENT's account as required to satisfy any law, regulation, governmental request or court order. Pornography and sex-related merchandising are prohibited on all servers. This includes sites that may infer sexual content, display nudity, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to PROVIDER's servers or any other server on the Internet. Links to such materials are also prohibited. In addition, any site selling or promoting bulk e-mail service is not allowed.

EXAMPLES OF PROHIBITED SERVICES: The following content and activities may not be displayed or promoted by CLIENT nor associated in any way with CLIENT's account or PROVIDER's services. PROVIDER shall be the sole arbiter as to what constitutes violation of this provision: Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or local law, Copyrighted material used without permission, Material or activities judged by PROVIDER to be threatening, obscene, disparaging, or hate-related, Material protected by trade secret or other statute, Pornography, nudity, erotica, and sex-related merchandising, including sites that may infer sexual content, or link to adult content elsewhere, Content that promotes any illegal or prohibited activity, Content that may be damaging to PROVIDER's servers or to any other server on the Internet, Pirated software (warez), Hacking/Phreaking - Includes sites with material, links, or resources for hacking, phreaking, viruses, anarchy, or any type of site that promotes or participates in willful harm to Internet sites or providers, IRC, IRC Bots, IRC BNC, etc, Promotion or sale of unsolicited or bulk e-mail (SPAM) software or services, Unsolicited or bulk e-mail or newsgroup posts (SPAM) which references and/or is traceable to PROVIDER and/or any CLIENT in any way, Illegally distributed MP3 media, Harassing, annoying, or otherwise interfering with any person's, group's, or organization's use or enjoyment of the Internet experience, Links or reference to any of the above.

NETWORK SECURITY: CLIENT may not use PROVIDER's Network in an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the CLIENT, logging into a server or account the CLIENT is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. CLIENT may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. PROVIDER will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

BACKGROUND RUNNING APPLICATIONS: Background daemons in general are prohibited. PROVIDER will consider requests to allow these applications on a case-by-case review basis. If allowed, extra charges will be assessed based on resources and system maintenance needed.

SERVER RESOURCES: Any web site that uses a high amount of server resources (such as, but not limited to CPU time, memory usage, and network resources) will be given an option of either upgrading their service level or reducing the resource used to an acceptable level. All accounts are limited to the following: Maximum total size of website and sub-webs, folders and files is 100MB, Maximum total size of each email account is 10MB, Maximum attached file size per email is 2MB, Maximum bandwidth per month is 25GB.

INTERNET RELAY CHAT (IRC): IRC, IRC bots, BNC, or MUDs may not be operated on PROVIDER's servers.

CHAT ROOMS: CLIENTS may not install their own chat rooms. These tend to be large system hogs and are not allowed as an account option. However, PROVIDER does offer a choice of Java chatrooms for a small extra charge that will more than fill CLIENT needs and run without hindering the performance of the machine for others.

UNSOLICITED E-MAIL (SPAM): PROVIDER's servers may not be the source, intermediary, or destination address involved in the transmission of unsolicited bulk e-mail (UBE), unsolicited commercial e-mail (UCE), spam, off-topic newsgroup posts, flames, or mail bombs. CLIENT's domain may not be referenced or traceable in any way as a result of any of the above. PROVIDER reserves the right to refuse and/or cancel service to known spammers. PROVIDER reserves the sole right to determine what constitutes violation of this provision. SPAM is any unsolicited e-mail, post, or facsimile in the newsgroup, e-mail, fax, or other electronic medium. Any unsolicited commercial email (no matter how relevant or important it may be) is spam; any unsolicited bulk email (commercial or not) is also spam. Mass and unsolicited are not concurrent conditions for spam. One and/or the other is sufficient. In the medium of newsgroups, spam is considered to be any off-topic posting and/or any identical posting to multiple newsgroups. Any spam complaints received about CLIENT domains are addressed seriously. After investigation, if it is deemed by PROVIDER that spamming practices have indeed been utilized on PROVIDER's servers, PROVIDER reserves the right to terminate a domain account immediately with no refund and to assess a \$500 penalty per spam incident. CLIENT expressly accepts PROVIDER's right to assess this penalty and agrees to its assessment and payment. Clarification on UCE and UBE. Unsolicited commercial e-mail is, simply put, sending an email to someone you don't personally know or a company you don't have a relationship with. If you come upon e-mail addresses in a web site you visit, the simple existence of an e-mail address in a web-site does not imply acceptance of unsolicited commercial e-mails. A request for link reciprocation is just that, unsolicited and commercial. Unless, of course, a working relationship already exists between you and the other party. Unsolicited bulk e-mail is the sending of UCE to more than one recipient at a time.

SERVER ABUSE: Any attempts to undermine or cause harm to any server is strictly prohibited. This includes, but is not limited to attempting to gain access to password files other than your own, attempting to gain unauthorized access to other accounts on your server, or anything that causes server malfunction. Failure to comply is subject to immediate account deactivation without refund. Please note that while CGI/PERL scripts and/or mSQL/mySQL code can unintentionally cause server malfunction, PROVIDER will make the final determination if the code was maliciously programmed. If the code was programmed incorrectly but not out of apparently malicious intent, PROVIDER will disable the program, but not cancel CLIENT's account.

TRAFFIC: CLIENT account receives a monthly traffic/bandwidth allocation according to the type of account applied for. No per-hit charges or limitations apply. Due to the unique resource characteristics and traffic patterns associated with certain types of sites, the following are limited to 3 gigabytes of free traffic: Subhosting - any domain housing additional users , Shareware, sound, video, image and multimedia archives, Mirror sites , Distribution points, Any site whose primary purpose is file distribution. For those accounts that do not qualify for "normal" traffic guidelines, traffic will go unmonitored up to 3 gigabytes. Thereafter, normal data transfer costs will apply. PROVIDER will be the sole arbiter as to what constitutes a violation of this provision.

TRAFFIC OVERRAGES: PROVIDER will make every reasonable effort to notify CLIENT of projected traffic overages prior to any action being taken to disable CLIENT's account. However, PROVIDER reserves the right to disable CLIENT's account without prior warning due to traffic in excess of the account allocation.

TECHNICAL SUPPORT: While PROVIDER will make every reasonable effort to help CLIENTs with all of their questions, there are some times when PROVIDER must either refer CLIENT to the manual, or confess an inability to help. It is impossible for PROVIDER to support all of the countless 3rd party programs and configurations that are available to web developers and users today. To assist CLIENT in knowing PROVIDER support boundaries, here's a guideline to what's supported and what's not.

Supported issues: *Server-Side Issues:* Such as: Password Changes, Server Failure, General Questions, E-mail issues, FrontPage extension issues, Web-based control panel questions. *Client-Side Issues:* Inability to connect to server space, Internic Assistance, Domain name registration/modification issues for current or prospective clients. Non-Supported Issues: CGI-scripts - preinstalled or 3rd party, Web Page development or programming, ISP troubles, 3rd party software, including FrontPage and other HTML Editors

DOMAIN NAME REGISTRATION: PROVIDER will provide reasonable assistance to CLIENT in the area of domain name registration and modification. Reasonable assistance may include submission of registration or modification requests to appropriate domain name registration agencies and/or supplying CLIENT with the necessary information to effect registration or modification of CLIENT domain. PROVIDER will not, under any circumstances, make changes to any part of a domain name record except nameserver and technical contact information relating to the pointing of CLIENT domain name to PROVIDER's servers. CLIENT is responsible for payment of all applicable domain name registration and renewal fees, with the following exception:

CANCELLATION POLICY: CLIENT bears all responsibility for ensuring effective cancellation of CLIENT account. This responsibility includes providing effective and authenticated notification to PROVIDER of CLIENT's desire to cancel an account. This responsibility shall not be waived or modified by PROVIDER or CLIENT in any way at any time subsequent to the submission by CLIENT of an application for PROVIDER account. PROVIDER will act immediately to implement CLIENT's cancellation notice, providing the terms of this cancellation policy have been followed. CLIENT must provide effective notice of cancellation at least 24 hours prior to the expiration of the current paid hosting period in order to avoid charges for future hosting periods. All charges will cease immediately upon PROVIDER's receipt of notice of cancellation. No refunds are provided for unused services after the first 30 days of account activation. If CLIENT has a balance due at the time of cancellation, this balance must be paid in full. Cancellation does not absolve CLIENT of any outstanding financial obligations. PROVIDER does not monitor account usage or the status of domain name records on PROVIDER's servers. If CLIENT transfers CLIENT domain without notifying PROVIDER of a desire to cancel the account, or if CLIENT allows domain registration to expire without renewal, CLIENT will continue to be charged/billed, even if PROVIDER learns that CLIENT domain has been transferred or expired. PROVIDER's services are independent of account usage and domain name records, and remain in effect regardless of the status of CLIENT's domain name record.

CLIENT REVOCATION OF PAYMENT: The issuance of credit card chargebacks, check stop-payments, or any other attempt by CLIENT to revoke a payment or payments with the intention of circumventing any section of this agreement shall constitute criminal fraud and will impose on CLIENT criminal penalties as well as civil penalties equal to the greater of 1) three-times actual damages, or 2) \$2,500. In addition to the aforementioned monetary damages, CLIENT agrees to pay PROVIDER's attorney's fees, court costs, and all other direct and incidental costs arising out of PROVIDER's efforts to enforce this clause.

SECURITY: PROVIDER implements the latest technology for providing a secure and encrypted environment for information protection. There is no guarantee that the information on the Internet is absolutely secure and may never be destroyed. CLIENT agrees to indemnify and hold PROVIDER harmless in case of information loss or loss of privacy. PROVIDER is not responsible for any damages arising from CLIENT's use of or by CLIENT's inability to use the server, web hosting packages, or any other services for any reason. PROVIDER shall make every reasonable effort to protect and backup data for CLIENT on a regular basis. PROVIDER is not responsible for CLIENT's files. CLIENT is solely responsible for their independent backup of data stored on PROVIDER's server and network. PROVIDER assesses a fee for backup restore of lost data. PROVIDER is not liable for and does not guarantee the protection or privacy of electronic mail or information transferred through the Internet or any other public network.

OWNERSHIP: PROVIDER maintains control and ownership of any and all IP numbers and addresses that may be assigned to CLIENT and reserves in its sole discretion the right to change or remove any and all IP numbers and addresses. CLIENT shall keep the rights of ownership and use of CLIENT's domain name registration and files even if client changes providers, with the following exception: PROVIDER maintains a possessory lien on CLIENT's domain name and files from the date that associated fees are unpaid and due, including late fees or other charges, and for expenses reasonably incurred in collection of those fees. In the event of the exercise of this lien, release of CLIENT's domain name and/or files shall be at the sole discretion of PROVIDER. In case of disputes regarding authority over domain names, PROVIDER will follow industry standard practice of giving ultimate authority to the domain name registrant. PROVIDER maintains control and ownership of any copyright, proprietary and/or licensed software, scripts, programs, images, or other electronic data or media installed and/or provided by PROVIDER.

BILLING & PAYMENT CHECK PAYMENTS: Check payments are due 10 business days prior to the new hosting period. All checks should be made payable to CSN1Design., and mailed to: CSN1Design, 6730 Roosevelt Dr, Franklin, Ohio 45005. **RETURNED (BOUNCED/NSF) CHECKS:** CLIENT agrees to pay a \$25 fee for each returned check. Hosting payments plus the returned check fee must be received by PROVIDER prior to expiration of the current hosting period to avoid account suspension or cancellation. PROVIDER will no longer accept check payments from any CLIENT with two instances of returned checks. **CREDIT CARD PAYMENTS:** Accounts that pay by credit card are automatically billed 5 - 10 days prior to the beginning of each new hosting period. In the event that credit card payments are declined by the issuing financial institution, PROVIDER will make every reasonable effort to contact CLIENT to request another form of payment. If PROVIDER is unable to contact CLIENT in this event, CLIENT's account will be considered past due as described below. CLIENT agrees to notify PROVIDER of any changes to CLIENT's physical and e-mail addresses, telephone numbers, credit card numbers, and credit card expiration dates.

PAST DUE ACCOUNTS: All payments are due approximately 5 - 10 days prior to the start date of CLIENT's account hosting period. If payment is not received by the due date, PROVIDER will send notifications/reminders to CLIENT's primary contact information. If CLIENT does not respond to that notification, the following actions will be taken: *Account Suspension - Hosting Period Start Date:* If CLIENT's account is not paid in full by the hosting period start date, CLIENT's account will be disabled -- all web, e-mail, FTP, and other access to the account will be non-functional. The account will be reactivated within 10 days of the disablement, upon receipt of payment plus a \$10.00 account reactivation fee. After the 14 days, the account is "officially" cancelled and all files associated with the account are permanently removed from the servers. At this point, the account cannot be reactivated, but CLIENT can request a "new" account for the domain. If necessary, files can be restored from tape backups and placed on the new account within 30 days of cancellation for the normal backup restoral fee of \$50.

Waiver / Modification of Policy: PROVIDER may (or may not) choose to waive or modify the enforcement of this Past Due Accounts policy if CLIENT contacts PROVIDER prior to the payment due date to discuss alternative payment methods. PROVIDER always sends at least two notifications prior to account suspension. CLIENT must respond to those notifications in order to avoid automatic implementation of the above actions.

Receipt and Review of Agreement

The client specifically acknowledges that it has received a copy of this Agreement in its entirety and has read the same, understood it and agreed to its contents before signing it.

Company: _____

CSN1 DESIGN

Date: _____

Date: _____

Name: _____

Name: _____

Signed: _____

Signed: _____