WEBSITECENTER.com
DIGITAL MARKETING SOLUTIONS

Web Hosting Service Contract

This agreement is by and between: _____ and

_____

WebSiteCenter.com (hereinafter referred to as **"Provider"**) and _____
of _____ (hereinafter referred to as **"Client"**) located at
_____ .

Provider agrees to provide, and Client agrees to receive, web hosting services according to the following terms and conditions.

1. **Financial Arrangements:**   **$ _____ Monthly/Annual.**
   a. Client agrees to a _____(monthly or annual) contract, beginning after Provider's receipt of a signed contract with payment.
   b. *Payment is due the 1st day of each month whether you receive an invoice or not. If payment is not received at 12:01 A.M. on the 5th day of the month a late charge of $10 will be applied. If payment is not received by the 20th day of the month the account will be terminated, and Any and All Collection Fees will be paid by Client.*
   c. If Client chooses to pay for an entire year, they receive a discount of $5 per month, or $60 total off their bill. This discount only applies if a whole year is paid up front, and is not refundable.
   d. Provider reserves the right, in its sole discretion, to deactivate the Clients account upon an indication of credit problems including delinquent payments.
   e. If your check is returned for Non-Sufficient Funds, a $30.00 fee will be charged, and we will no longer be able to accept checks from you or your company as payment. Payment will have to be made by way of Cashier's Check, Money Order, or Cash.
   f. *Prices for services are subject to change without notice.*
2. **Service**
   a. THE PROVIDER'S SERVICE IS PROVIDED ON AN **"AS IS, AS AVAILABLE"** BASIS. THE PROVIDER GIVES NO WARRANTY, EXPRESSED OR IMPLIED, FOR THE WEB HOSTING SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF THE MERCHANTABILITY AND WARRANTY FOR A PARTICULAR PURPOSE. THIS NO WARRANTY EXPRESSLY INCLUDES ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY PROVIDER OR ITS PROVIDERS.
   b. Client will use the account in a manner consistent with any and all applicable laws of Nevada and the US Federal Government.
   c. While Provider shall make every reasonable effort to protect data stored on its servers, client is solely responsible for maintaining data, file, and directory structure as well as back-ups.
   d. Provider makes no representations, warranties or assurances that Client's equipment will be compatible with Provider's services.
3. **Trademarks and Copyrights**. - CLIENT HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION TO PROVIDER THROUGH CLIENTS ACCOUNT(S) WILL NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING HARMFUL.
4. **Limited Liability** - CLIENT HEREBY AGREES THAT ABUSIVE AND UNETHICAL MATERIALS SUCH AS: PORNOGRAPHY, OBSCENITY, NUDITY, RACISM AND ANY ILLEGAL ACTIVITY, WILL BE CAUSE FOR IMMEDIATE TERMINATION.
5. **Termination** - This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notwithstanding the above, Provider may terminate service under this Agreement at any time, without penalty, if Client fails to comply with the terms of this Agreement.

_____   _____
Name: *Date*

_____   _____
Domain Name   *Driver License* #