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## Hosting Terms and Conditions

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Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

### 1. Authorization

The above-named client is engaging Jennifer Best/Imagine More Design Studios, a sole proprietor, located at PO Box 28057, St. John's, NL, Canada, A1B 4J8, as an independent contractor for the specific project of website hosting. Website hosting does not include new web page or template design, custom script design or maintenance. Web hosting refers to a service where web pages reside on a server which is connected to the Internet.

### 2. Hosting Packages.

This agreement includes hosting for web pages over a twelve (12) month period. The twelve (12) month hosting period commences upon signing this contract.

Each hosting package will include the following standard features:

- CPanel  
Access all of your hosting options through a private web-based CPanel interface.
- Webmail  
Access your email through a web browser.
- FTP access  
Unlimited access your website files using FTP (File Transfer Protocol) 24 hours a day 7 days a week.
- Ability to password protect files and directories  
This feature allows you to restrict access to certain parts of your website.
- Backup  
An interface for downloading and storing all or some of the website's files, databases, forwarders and filters.
- Web statistics  
These features include error logs, information about bandwidth usage, and access to statistical analysis software.
- Software  
Allow you to install Perl packages, PHP packages, view your PHP configuration, Frontpage Extensions and more.
- 99.9% uptime guarantee  
We guarantee your site will be up 99.9% we host it.

### 3. Accurate Information.

The client agrees to maintain accurate information by providing updates to Jennifer Best/Imagine More Design Studios, as needed, while using the Jennifer Best/Imagine More Design Studios' web hosting services. The client agrees to notify Jennifer Best/Imagine More Design Studios within thirty (30) days when any change of the information provided as part of the application and/or registration process changes. Failure, for whatever reason, to respond within thirty (30) days to any inquiries made to determine the validity of information

provided will constitute a material breach of this contract. If any information provided is inaccurate, not current, false, misleading or incomplete, or if Jennifer Best/Imagine More Design Studios has reasonable grounds to suspect that the information is inaccurate, not current, false, misleading or incomplete, Jennifer Best/Imagine More Design Studios has the absolute right, in their sole discretion, to terminate hosting services and close your account.

#### **4. Privacy.**

Under no circumstances does Jennifer Best/Imagine More Design Studios divulge any information with regard to personal information to a third party, except to comply with applicable law, valid legal process or to protect the personal safety of users or the public.

#### **5. Account Security.**

The client agrees they are entirely responsible for maintaining the confidentiality of customer login and passwords. The client agrees to be entirely responsible for any and all activities that occur under the account. The client agrees to notify Jennifer Best/Imagine More Design Studios immediately of any unauthorized use of their account or any other breach of security. Jennifer Best/Imagine More Design Studios will not be liable for any loss that may incur as a result of someone else using the client's account information, either with or without their knowledge. The client further agrees to be held liable for losses incurred by Jennifer Best/Imagine More Design Studios or another party due to someone else using the account. The client agrees to be held responsible for all activity in their account, whether initiated by the client, or by others on their behalf, or by any other means. Jennifer Best/Imagine More Design Studios specifically disclaims liability for any activity in their account, whether authorized by the client or not.

#### **6. Use of Services**

Jennifer Best/Imagine More Design Studios reserves the right at all times to edit, refuse to post or to remove any information or materials, in whole or in part, in Jennifer Best/Imagine More Design Studios sole discretion. Jennifer Best/Imagine More Design Studios expressly reserves the right to deny, cancel or transfer any hosting service that it deems necessary, in its discretion, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Jennifer Best/Imagine More Design Studios, as well as her affiliates, subsidiaries, officers, directors and employees. Jennifer Best/Imagine More Design Studios also reserves the right to freeze any service during resolution of a dispute.

Jennifer reserves the right to terminate services if the client usage of the hosting services results in, or is the subject of, legal action or threatened legal action, against Jennifer Best/Imagine More Design Studios or any of her affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit.

Except as set forth below, Jennifer Best/Imagine More Design Studios may also cancel the client's use of the hosting services, after thirty (30) days, if the client is using the services, as determined by Jennifer Best/Imagine More Design Studios in their sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to:

- activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties;
- activities prohibited by the laws of Canada and/or foreign territories in which the client conduct business;
- activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography;
- activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable;
- activities designed to impersonate the identity of a third party;
- illegal access to other computers or networks (i.e., hacking);

- distribution of Internet viruses or similar destructive activities;
- activities designed to harm or use unethically minors in any way; and
- activities associated with the sale or distribution of prescription medication without a valid prescription.

Jennifer Best/Imagine More Design Studios has no obligation to monitor the client's use of the hosting services. Jennifer Best/Imagine More Design Studios reserves the right to review the client's use of the services and to cancel the services is their sole discretion.

## **7. Lawful purpose**

The client may only use Jennifer Best/Imagine More Design Studios hosting services for lawful purpose. Transmission of any material in violation of any Federal, Provincial, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

## **8. Backup and Restore Policy**

Jennifer Best/Imagine More Design Studios will maintain its network in such a manner as to provide to all clients the best possible performance to the Internet. In order to achieve this Jennifer Best/Imagine More Design Studios guarantees to all clients that all content on our servers are backed up to an archive server on a weekly basis. Backups ensure no data loss to any housed server. This is intended for use in the event of a problem occurring, not the restoration of individual files.

## **9. Payment of Fees.**

Fees to Jennifer Best/Imagine More Design Studios are due and payable on the following schedule: first payment is due upon signing this contract. Monthly billing will begin thirty (30) days after receipt of signed contract and payment of first months billing.

In order for Jennifer Best/Imagine More Design Studios to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within fourteen (14) days of the due date. If an amount remains delinquent thirty (30) days after its due date, an additional 5% penalty will be added for each month of delinquency. Jennifer Best/Imagine More Design Studios reserves the right to remove updated web pages from viewing on the internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Jennifer Best/Imagine More Design Studios. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in St. John's, NL, Canada, and any dispute will be litigated or arbitrated in St. John's, NL, Canada. Please pay on time.

## **10. Initial Payment and Refund Policy**

This contract will be valid for a term of twelve (12) months from date of signature or until such time as the client sends written notice of cancellation to Jennifer Best/Imagine More Design Studios, P.O. Box 28057, St. John's, NL, A1B 4J8, Canada. This contract may be cancelled in writing within thirty (30) days by either party. For cancellation of hosting services at no fault of Jennifer Best/Imagine More Design Studios, payment in full is required. No portion of the monthly payment will be refunded.

In the event Jennifer Best/Imagine More Design Studios cancels the client's services during the first thirty (30) days after the purchase of the hosting services, the client will receive a refund of any fees paid to Jennifer Best/Imagine More Design Studios in connection with the services being cancelled. In the event Jennifer Best/Imagine More Design Studios deletes the client's services because they are being used in association with spam or morally objectionable activities, no refund will be issued. The client agrees they will not be entitled to a refund of any fees paid to Jennifer Best/Imagine More Design Studios if, for any reason, Jennifer

Best/Imagine More Design Studios takes corrective action with respect to the client's improper or illegal use of services.

### **11. Assignment of Project.**

Jennifer Best/Imagine More Design Studios reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

### **12. Legal Stuff.**

Jennifer Best/Imagine More Design Studios does not warrant that the functions contained in these web pages or the internet website will meet the client's requirements or that the operation of the web pages or web hosting service will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Jennifer Best/Imagine More Design Studios be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages, website or hosting service, even if Jennifer Best/Imagine More Design Studios has been advised of the possibility of such damages. Jennifer Best/Imagine More Design Studios shall not be responsible for any loss of business or other damages resulting from occasional "down-time" or other technical problems related to the host server, whether caused by the web hosting company or by broader Internet problems beyond our control. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

In addition to transactions entered into by the client or on the client's behalf, the client agrees to be bound by the terms of this contract for transactions entered into on the client's behalf by anyone acting as their agent, and transactions entered into by anyone who uses the web hosting account established with Jennifer Best/Imagine More Design Studios, whether or not the transactions were on your behalf.

### **13. Copyrights and Trademarks.**

The client represents to Jennifer Best/Imagine More Design Studios and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork included in web pages submitted for publication through the client's hosting account are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Jennifer Best/Imagine More Design Studios and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

### **14. Laws Affecting Electronic Commerce.**

From time to time governments enact laws and levy taxes and tariffs affecting internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Jennifer Best/Imagine More Design Studios and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

### **15. Ownership**

While the client retains ownership of all their content, Jennifer Best/Imagine More Design Studios proprietary software is not considered part of this contract. Content is available to the client upon request. A service fee may be charged for this service.

### **16. Transfer**

The client may not transfer this agreement without the written consent of Jennifer Best/Imagine More Design Studios.

### **17. Sole Agreement.**

The agreement contained in this "Website Hosting Contract" constitutes the sole agreement between Jennifer

Best/Imagine More Design Studios and the client regarding hosting services. All prices specified in this contract will be honored for twelve (12) months after both parties sign this contract. Continued services after that time will require a new agreement.