

This is an agreement, including the additional terms set forth on sheets attached hereto, whereby WebWAH! LLC ("**COMPANY**") will provide one or more Internet Web hosting, Web design, Web Development, Internet Marketing, and Software Services (collectively "**Services**") to the company indicated in the contract to which these terms are appended or attached ("**CUSTOMER**"). In consideration of the exchange of COMPANY'S Services and the mutual promises herein, and other good and valuable consideration, the parties hereby agree to the following additional terms and conditions:

**HOSTING & DOMAIN REGISTRATION** - COMPANY will provide hosting services, through an affiliated company, for personal, commercial websites, email Accounts and optionally domain names in exchange for the indicated service charge(s). COMPANY provides a domain name registration service through an affiliated company, at an additional fee, and domain name registration shall be an independent service. The CUSTOMER is responsible to Domain Name Registration Authorities for any charges incurred. The domain name is registered on behalf of the CUSTOMER in the CUSTOMER'S name and is owned by the CUSTOMER. Any changes to the domain name shall be done only with advance notice (E-mail/Fax/Hard Copy) from the CUSTOMER to COMPANY and may result in additional charges and/or down-time for CUSTOMER'S website.

**ADVERTISING** - The CUSTOMER shall purchase the internet marketing package at the rate listed and for a minimum duration of four (4) months or as specified in the insertion order, which is attached and incorporated herein by reference and made a part of this agreement. At the end of either four (4) months or the term of the insertion order, whichever is longer, the recurring part of the contract will be renewed on a month-to-month basis.

**POSITIONING** - CUSTOMER acknowledges that COMPANY has not made any guarantees with respect to usage statistics or levels of impressions for any advertising. COMPANY provides CUSTOMER with usage reports only as a courtesy to the CUSTOMER and shall not be held liable for any claims relating to availability or the reliability of any usage statistics. One time additional fees may be charged for customized SEO report.

**ACCEPTANCE OF ADVERTISEMENTS** - The COMPANY may, at its sole discretion, reject any advertisements. In addition, COMPANY reserves the right to reject or cancel any advertisement, at any time and to reject any URL link embodied within any advertisement.

**TERM AND TERMINATION** - This agreement shall be effective on the date the service application is signed by an authorized representative of the COMPANY. COMPANY, at its sole discretion, may terminate this Agreement immediately or suspend access to the service upon a breach of this Agreement by the CUSTOMER.

**TERMINATION BY CUSTOMER'S REQUEST** - The CUSTOMER may terminate this Agreement, only during a renewal period when CUSTOMER is renewing on a month-to-month basis and upon no less than five (5) business days notice to COMPANY. Such termination shall be effective on the last day of the calendar month during which the notice is received by COMPANY. Termination by either party does not relieve the CUSTOMER from any liability that has been incurred from the date notice of termination is received until the end of the calendar month, whether billed or not billed.

**CUSTOMER REPRESENTATIONS** - The CUSTOMER represents and warrants to COMPANY that COMPANY has all rights and licenses necessary and approval to use any content that CUSTOMER provides to COMPANY, including but not limited to all of the trademarks, logos or other items contained in CUSTOMER'S approved web page Furthermore, CUSTOMER represents and warrants that COMPANY has all rights necessary for COMPANY to use, reproduce, distribute, create derivative works based on, display, perform and otherwise exploit the content that CUSTOMER provides to COMPANY for the purposes of performing the Services, and CUSTOMER further grants a license therefor to COMPANY during the term of this agreement.

**COPYRIGHT** - All marketing and advertising, which includes or otherwise represents the creative effort of the COMPANY and/or the utilization of creativity, illustrations, labor, composition, or material furnished by COMPANY ("**Deliverables**"), is and remains the property of the COMPANY, including all rights of copyright therein. CUSTOMER understands and agrees that it cannot reproduce, authorize reproductions, in whole or in part or create derivative works of any marketing and advertising produced by COMPANY without the express written consent of COMPANY in advance, and for which additional fees may be charged. CUSTOMER acknowledges that certain features or content of the marketing and advertising may be provided by COMPANY, including but not limited to software, and that such features and content are and shall remain the property of COMPANY. CUSTOMER does not have a license to the marketing and advertising produced by COMPANY and shall not copy or change hosting of the website without the prior written consent of COMPANY, which may be granted in exchange for additional fees at COMPANY'S sole discretion.

**TAXES** - Prices do not include tax. In the event that any federal, state, or local taxes are imposed on the creation of the online advertising or on the sale of online marketing and advertising, such taxes shall be assumed and paid by CUSTOMER.

**INTELLECTUAL PROPERTY OWNERSHIP** - COMPANY alone (and its affiliates, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights in and to the CUSTOMER'S website, marketing and advertising and related technology and deliverables associated with the Services, the content as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the CUSTOMER or any other party relating to the website. To the extent necessary to enable CUSTOMER to use the website, marketing and advertising, COMPANY grants CUSTOMER a limited license to use COMPANY'S intellectual property during the term of this agreement. This Agreement is not a sale and does not convey to the CUSTOMER any rights of ownership in or to related technology used on or with the website, or the Intellectual Property Rights owned by COMPANY. CUSTOMER agrees to allow COMPANY, at COMPANY'S sole discretion, to put text and links to promote COMPANY'S services on CUSTOMER'S website, including but not limited to, "Website Hosted by webWAH!", "@webWAH!", "SEO powered by webWAH!", "website powered by webWAH!."

**BILLING** - COMPANY charges and collects in advance for use of the Service. The CUSTOMER hereby authorizes COMPANY to charge any unpaid fees to CUSTOMER'S credit card indicated on the contract, and CUSTOMER further agrees to update credit card information in the event of any change. COMPANY will automatically renew and bill CUSTOMER'S credit card for recurring charges or issue an invoice for one time charges. The CUSTOMER shall pay all fees and charges to its account in accordance with the fees, charges, and billing forms negotiated by the parties. All payment obligations are non-cancelable and all amounts paid are nonrefundable. The CUSTOMER is responsible for paying for all services ordered for the entire Term, whether or not such services are actively used. COMPANY reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to the CUSTOMER, which notice may be provided by e-mail. All pricing terms are confidential, and the CUSTOMER agrees not to disclose them to any third party. COMPANY'S fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and the CUSTOMER shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on COMPANY'S income. The CUSTOMER agrees to provide COMPANY with complete and accurate billing and contact information. This information includes the CUSTOMER'S legal company name, street address, billing e-mail address, and name and telephone number of an authorized billing contact. The CUSTOMER agrees to update this information within thirty (30) days of any change to it. If the contact information the CUSTOMER provides is false or fraudulent, COMPANY reserves the right to terminate the CUSTOMER'S access to the Services in addition to any other legal remedies. If the CUSTOMER believes its bill is incorrect, the CUSTOMER must contact COMPANY in writing within thirty (30) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

**RESPONSIBILITY FOR ACCOUNT USE** - The CUSTOMER is responsible for all use of their account(s), validity of information and confidentiality of the accounts 'sensitive information'. The customer agrees to indemnify and hold harmless COMPANY from any claims resulting from the use / misuse of COMPANY'S Services.

**NON-PAYMENT AND SUSPENSION** - COMPANY reserves the right to suspend or terminate the Terms of this Agreement and CUSTOMER'S access to the services if the CUSTOMER'S account becomes delinquent (falls into arrears for failure to timely pay any amount invoiced). Delinquent accounts are subject to interest of 2.0% per month on any outstanding balance commencing on the date due, or the maximum permitted by law, whichever is less, plus all expenses of collection, including court costs and attorney's fees. The CUSTOMER will continue to be charged for the services being provided during any period of suspension. The CUSTOMER hereby authorizes COMPANY to charge such unpaid fees and expenses of collection to its credit card or otherwise bill the CUSTOMER for such unpaid fees, and COMPANY reserves the right to impose a reactivation fee in the event the CUSTOMER'S access to the Services are suspended and CUSTOMER thereafter requests access to the Service. The CUSTOMER agrees and acknowledges that COMPANY has no obligation to retain CUSTOMER data and that such CUSTOMER data may be irretrievably deleted if the CUSTOMER'S account is at least thirty (30) days delinquent.

**INDEMNIFICATION & LIMITATION ON LIABILITY** - CUSTOMER assumes all liability for content and advertising that it supplies to COMPANY, and agrees to indemnify, defend and hold COMPANY and all its officers, employees and affiliates harmless from all claims, losses, judgments, and damages, costs, and expenses, of any nature whatsoever, including but not limited to reasonable attorneys' fees arising from: (A) publication of the CUSTOMER'S Internet marketing, websites, advertising, etc., (B) typographical errors, wrong insertions, late publications, and/or non-publication, non-performance due to Acts of God, as well as all other matters relevant to this contract; and (C) infringement of a third party's intellectual property rights as a result of content or information provided to COMPANY by CUSTOMER. COMPANY assumes no responsibility for the unauthorized access by the customer or third parties to information of participating networks, "hacking", or any virus or harmful programs which may be introduced by the CUSTOMER or a third party, or for the use of information received via the service through use/misuse of the service. COMPANY'S LIABILITY IS LIMITED IN ALL CASES TO THE RETURN OF THE FEES PAID FOR THE APPLICABLE ADVERTISING. THIS LIMITATION OF LIABILITY IS A CONDITION FOR THE ACCEPTANCE OF ANY ADVERTISING BY THE COMPANY. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR UNREALIZED BUSINESS OPPORTUNITY, ARISING OUT OF THIS AGREEMENT.

**FORCE MAJEURE** - Each party hereto shall be excused from liability to perform its obligations hereunder where such failure results from delays caused by Acts of God, fires, floods, strikes, work stoppages, controls or regulation of federal, state, or local governments, or other causes beyond its

**REPRESENTATION** - Each party represents and warrants that it has the legal power and authority to enter into this Agreement. The signed individual warrants that he/she has all authority necessary to bind the CUSTOMER to this Agreement. The CUSTOMER represents and warrants that the CUSTOMER has not falsely identified itself nor provided any false information to gain access to the Service and that its billing information is correct.

**APPLICABLE LAW; JURISDICTION; VENUE** - This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Monroe in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

**COUNTERPARTS & UPDATES** - This agreement may be executed in one or more counterparts, including facsimiles, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The terms of this agreement are binding upon the parties during the period set forth herein, and shall be subject to revision at the sole discretion of the COMPANY during any renewal or extension thereof. COMPANY reserves the right to modify such terms by publishing revised terms at "[www.webwah.com/termsandconditions](http://www.webwah.com/termsandconditions)", or by sending notice to CUSTOMER.

**BINDING EFFECT** • This Agreement, upon signing below or on sheets attached hereto, shall be binding upon and will inure to the benefit of the parties, their heirs, distributees, legal representatives, transferees, successors and assigns.

webWAH!