

Agreement Policy for Web Hosting & Design.

Limit55, is an information provider connected to the Internet. **Limit55**, offers storage and transfer services for client documents & files over the Internet through access to its Web Server;

WHEREAS, Client seeks to utilize **Limit55** server for its own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, **Limit55** can make no guarantee, that any given viewer shall be able to access **Limit55** server at any given time. **Limit55** represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows;

I. Financial Arrangements:

1. Client agrees to pay all site design & hosting fees in advance & within 15 days of the agreed upon contract.
2. Client acknowledges that updates & changes to the client site, can be made with out charges, for up to 30 days from the agreed upon contract date. Considering **Limit55** is designing the client site. If said client is designing there own site no charges shall apply for updating site information.
3. All setup, domain name or custom fees shall be due upon receipt of the order.
4. Payment of invoices must be received at the office of **Limit55**, 191 Shiloh Court, Whitehall, PA 18052 by 5pm EST on the due date or client agrees to pay a \$10.00 late payment charge. **Limit55** reserves the right to deactivate any account which is overdue in payment.
5. This agreement will automatically renew for the amount of time specified on the original contract agreement. Unless canceled in writing prior to the contract renewal date.

II. Taxes:

Limit55 shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client or **Limit55** server. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold. Such as, Merchant account fees, E-Commerce, Client products, Ect.

III. Material and Products:

1. Client will provide **Limit55** with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of **Limit55**. **Limit55** shall make no effort to validate this information for content, correctness or usability.
2. **Limit55** will exercise no control whatsoever over the content of the information passing through the network. **Limit55** makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. **Limit55** also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of **Limit55** is at the Client's own risk, and **Limit55** specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and do not represent guarantees of available end to end bandwidth. **Limit55** expressly limits its damages to the Client for any non-accessibility time or other down time to the prorata monthly charge during the system unavailability. **Limit55** specifically denies any responsibilities for any damages arising as a consequence of such unavailability. In the event that this material is not "Server-ready", **Limit55** may, at its option and at any time, reject this material, including but not limited to after it has been put on **Limit55** Server. **Limit55** agrees to notify Client immediately of its refusal of the material and afford Client the opportunity to amend or modify the material to satisfy the needs and/or requirements of **Limit55**. If the Client fails to modify the material, as directed by **Limit55**, within a reasonable period of time, which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.

3. Excessive CPU usages - Client will not be allowed to use excessive amounts of CPU processing on any of our servers or face immediate suspension.
4. Client may not at any time provide access to, or the use of, scripts installed on the web server for use by a third party (websites not hosted at **Limit55**).

IV. Trademarks & Copyrights:

Client warrants that it has the right to use the applicable trademarks, if any, and grants **Limit55** the right to use such trademarks in connection with **Limit55** Server service.

V. Hardware, Equipment & Software:

The customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access **Limit55**. **Limit55** makes no representations, warranties or assurances that the Customer's equipment will be compatible with the **Limit55** service.

VI. Age:

The Customer certifies that he or she is at least 18 years of age.

VII. Internet Etiquette:

Electronic forums such as mail distribution lists and Use Net news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of **Limit55** may not be used to impersonate another person or misrepresent authorization to act on behalf of others or **Limit55**. All messages trans-mitted via **Limit55** should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting. Users may not utilize **Limit55** network resources to perform, be the target of, or in any way be involved in mass-mailing or "spamming" of any kind. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

VIII. Termination:

This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. In such event, the canceling party will be required to pay to other party an amount equal to the unused portion of service excluding any setup charges. Notwithstanding the above, **Limit55** may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement.

IX. Limited Liability:

1. Client expressly agrees that use of **Limit55** Server is at Client's sole risk. Neither **Limit55**, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that **Limit55** Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the **Limit55** Server service, unless otherwise expressly stated in this Agreement.
2. Under no circumstances, including negligence, shall **Limit55**, its offices, agents or any one else involved in creating, producing or distributing **Limit55** Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the **Limit55** Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to **Limit55** records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on **Limit55** Server service.
3. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs.

X. Lawful Purpose:

Client may only use **Limit55** Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets. **Limit55** expressly forbids anyone from using **Limit55** servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable, including, but not limited to, pornography, satanic materials, and any and all materials of an adult nature. The designation of any materials as such described above is left entirely to the discretion of **Limit55** management.

XI. Indemnification:

Client agrees that it shall defend, indemnify, save and hold **Limit55** harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against **Limit55**, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless **Limit55** against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with **Limit55** Server; (ii) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold on **Limit55** Server.

XII. Value Added Reselling:

1. Client is allowed to resell the storage and transfer services provided to it by **Limit55**. Client agrees to handle and is responsible for all third-party customer's content, support, and handling of set-up and maintenance.
2. Client may not at any time resell, provide access to, or the use of, scripts installed on the web server for use by a third party (websites not hosted at **Limit55**).

XIII. Changes to Policy Statement:

Client acknowledges and agrees that this Policy Statement on the registration and use of data storage accounts may change from time to time and that, upon thirty (30) days posting on the Internet at: <http://www.limit55.com/html/policy.html>, **Limit55** may modify or amend the terms of this Policy Statement.

This Agreement constitutes the entire understanding of the parties.

Any changes or modifications thereto must be in writing and signed by both parties.

This Agreement shall be governed in all respects by and construed in accordance with the laws of the United States of America and the State of Pennsylvania.