



adsrus internetSM Web Hosting Agreement

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between: adsrus internet, And Company: _____

Address: _____ City, St, and Zip: _____

Domain name: _____ the parties do hereby agree as follows:

- SERVICE DESCRIPTION:** As an Internet World Wide Web service provider, adsrus internet provides a dedicated server computer that is integrated into the Internet. This server computer will send and receive information as related to the World Wide Web. Customer wishes to connect to and utilize the hardware and software facilities of adsrus internet to establish an Internet Web Site.
- SERVICE USAGE:** A. User Parameters: This agreement hereby is intended to cover one web site only, and is for sole use of the Customer specifically named above and does not extend to any other entity or person. Customer may resell to third parties but is responsible for the content and is bound by terms under this contract. B.) Legal Parameters: This service may be utilized for lawful purposes only, and the usage of the service in connection with or adjunct to any matter or thing which violates any municipal, state, or federal statute or regulation is prohibited. Customer agrees to indemnify and hold harmless adsrus internet from and against any and all claims, actions, causes of actions, losses or damages (including legal fees) arising from the usage by Customer of the service in violation of this paragraph. C.) Unilateral Service Revocation: In the event that adsrus internet may at any time believe that the service is being utilized by the Customer in contravention with the terms and provisions of Section A or B above, adsrus internet may immediately discontinue such service to Customer without liability other than the refund of unearned pre-paid service fees.
- NO WARRANTIES** With respect to the service to be provided hereunder, Customer acknowledges that adsrus internet makes absolutely no warranties whatsoever, express or implied. As a result, Customer agrees that adsrus internet shall not be liable to Customer for any claims or damages which may be suffered by Customer, including, but not limited to, losses or damages resulting from the loss of data as the result of delays, non-deliveries, or service interruptions caused by the fault or negligence of adsrus internet.
- USE OF INFORMATION:** The utilization of any data or information received by Customer from the utilization of the service to be provided by adsrus internet is at Customer's sole and absolute risk. adsrus internet specifically disclaims and denies any responsibility for the completeness, accuracy or quality of information obtained through the services to be provided hereby.
- DOMAIN NAME:** If adsrus internet shall acquire an Internet domain name on behalf of the customer, then in such case the Customer hereby waives any and all claims which it may have against adsrus internet, for any loss, claim, or expense arising out of or in relation to the registration of such domain name. In any online or offline network directories, membership lists or registration lists, or the release of the domain name from such directories or lists following the termination of the providing of this service by adsrus internet for any reason.
- SERVICE FEES AND INVOICING:** Invoicing for web site will be billed a minimum of three (3) months in advance or annually with payments of the service fee through the end of 3-month or annual period due upon inception. In the event that the Customer shall fail to pay for such services in advance of that 3-month period or annually, then adsrus internet shall be entitled to unilaterally terminate this agreement, in which case the provisions of paragraphs 2,3,4 and 5 shall continue in full force and effect, and/or at its sole discretion, adsrus internet may discontinue or suspend service to Customer until payment is made. Any service disconnection or suspension shall require a \$50 re-connect fee. Initial service and setup fees are as follows: pay in full _____ per year (year from signing date). Payments are accepted at the cost of _____ monthly, totaling _____
TOTAL DUE AT INCEPTION: ½ down to begin designing, the other half due at posting
Additional fees, if applicable, will be billed at the end of every 3 month billing cycle. Disk space varies in relation to the package selected. Additional disk space is available for \$5.00 per 10 MB per month. Customer understands that renewal will occur automatically at the end of this period under the same terms, unless adsrus internet receives express written notification of cancellation 30 days in advance of the renewal date, and that Customer is responsible for any and all fees assessed due to customer's failure to notify adsrus internet of cancellation.
- TECHNICAL SUPPORT:** all support inquiries are to be initiated via email to brian@adsrusinternet.com. Please allow 2-3 business days to receive a response.
adsrus internet will make a diligent effort to resolve any problem related to adsrus internet hardware or supporting software immediately. Only after all email inquiries have failed, will adsrus internet provide support via telephone.
- CHANGES IN TERMS OF AGREEMENT:** adsrus internet reserves the right to make changes to the above terms and conditions of this agreement upon thirty (30) days written notice to Customer, advising of the change and the effective date thereof, but with changes in monthly service fees being effective only at the end of any calendar quarter for which Customer has pre-paid. Utilization of the service by the Customer following the effective date of such change shall constitute acceptance by Customer of such change(s).
- ENTIRE AGREEMENT AND SEVERABILITY:** This instrument constitutes the entire agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this agreement. This instrument supercedes any other agreement or understanding, whether written or oral. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement, which it evidences, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting their ability to enter into this agreement for the person or entity herein named as a party hereto.

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|---------------------|----------------|--|---------------|
| _____ Signature | _____ Date | _____ Signature Adsrus Representative | _____ Date |
| _____ Print Name | _____ Title | _____ Print Name | _____ Date |

