



WEB SITE HOSTING SERVICE AGREEMENT

This Web Site Hosting Services Terms of Service Addendum ("Addendum") is by and between Consulting Land, Inc. ("Consulting Land") and you, your business and company (collectively "you" or "your") regarding the provision by Consulting Land to you of a hosting package (collectively, the "Hosting Services"). You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Addendum, as well as any additional rules or policies that are or may be published by Consulting Land from time to time, including Consulting Land's Master Services Agreement (the "Services Agreement"). This Addendum, as well as any additional rules and policies, together with all modifications thereto, constitute the complete and exclusive agreement between you and Consulting Land concerning your use of the Hosting Service, and supersede and govern all prior proposals, agreements, or other communications. **IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS ADDENDUM AND THE TERMS OF THE SERVICES AGREEMENT, THIS ADDENDUM SHALL GOVERN.** Unless explicitly stated otherwise, any new features, updates, upgrades or versions that augment or enhance the current Hosting Services will be subject to this Addendum. Consulting Land reserves the right to amend its Hosting Services offerings and to add, delete, suspend or modify the terms and conditions of such Hosting Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers. Consulting Land may make such changes without notice to you. Your continued use of the Hosting Services following Consulting Land's posting of any changes will constitute your acceptance of such changes. Please note that other Consulting Land software and/or services, outside of the Hosting Services, are governed by the Services Agreement and may be governed by other terms and conditions.

1. Fees and Payment Terms

Billing for Hosting Services shall be by valid credit card (acceptable to Consulting Land), or such other method acceptable to Consulting Land, at the time of purchase at the fee set forth on Consulting Land web site. Your monthly, annual or other periodic payments for Hosting Services ("Hosting Services Fees") shall be automatically charged to the credit card provided by you (and acceptable to Consulting Land) at the time of your purchase or such other credit card on your account (with such payments being charged in advance), and you hereby agree that Consulting Land is authorized to so charge your credit cards. Consulting Land, in its sole discretion, shall determine the prices it will charge for the Hosting Services, and the terms and conditions applicable to the same, and Consulting Land may, upon providing thirty (30) days' prior written notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to any such pricing and/or terms and conditions change(s), you may terminate this Agreement (or cancel your Hosting Services, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Hosting Services Fees, on the next monthly, annual or other periodic payment cycle (as applicable).

If your data usage or storage exceeds the amount permitted by the package you purchased, Consulting Land may, in its sole discretion, upgrade you to the next level package that supports the amount of data usage or storage you have used. If you are upgraded, you will be charged a prorated amount to upgrade your plan for the remainder of your term (the "Prorated Upgrade Payment") and your renewal Hosting Services Fees will be at the rate for such upgraded plan. Any Prorated Upgrade Payment and your new Hosting Service Fees shall be automatically charged to the credit card provided by you (and acceptable to Consulting Land) at the time of your purchase or such other credit card on your account (with Hosting Services Fees being charged in advance), and you hereby agree that Consulting Land is authorized to so charge your credit card. If you do not agree to any such upgrade, you may terminate this Agreement (or cancel your Hosting Services, as applicable) as provided herein within five (5) days of such upgrade; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any Upgrade Payment and your new Hosting Service Fees.

In addition to recurring Hosting Service Fees, Consulting Land may charge set up fees and other one-time fees for any optional Hosting Services as set forth on our Web site and/or described in this Agreement (collectively "One-time Fees"). Billing for One-time Fees shall be by valid credit card (acceptable to Consulting Land) or such other method acceptable to Consulting Land at the time of purchase at the price set forth on our web site. Your One-time Fees shall be automatically charged to the credit card provided by you (and acceptable to Consulting Land) at the time of your purchase or such other credit card on your account, and you hereby agree that Consulting Land is authorized to so charge your credit card. Consulting Land, in its sole discretion, shall determine the prices it will charge for all One-time Fees.

2. Term and Termination

Your Hosting Services shall continue for the term selected in the package you purchased and shall automatically renew for terms of such length (with fees charged in advance), unless either party notifies the other of termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Hosting Services. You acknowledge and agree that in the event you do not desire to automatically renew your Hosting Services, it is your responsibility and obligation to contact Consulting Land's customer service center to cancel your automatic renewal. Your failure to cancel your automatic renewal shall be deemed acceptance of the renewal term. Subject to your obligation to pay any outstanding fees, if any, you may cancel your Hosting Services at any time. To cancel your Hosting Services you must contact Consulting Land's customer service center and cancel your service. [Click here for Consulting Land's customer service center contact details.](#)

Notwithstanding anything to the contrary herein, Consulting Land may suspend or terminate your Hosting Services, suspend your access and password, remove your Hosting Services from Consulting Land's servers, or remove any content within the Hosting Services, if Consulting Land concludes, in its sole and exclusive discretion, that you (a) have breached, violated, or acted inconsistently with the letter or spirit of this Addendum, including any applicable Consulting Land Policy or any applicable law or regulation; (b) have provided false information as part of your account information; (c) have failed to keep your account information complete, true, and accurate; (d) fail to respond to any email communication sent to the email address listed in your account information; (e) are engaged in fraudulent or illegal activities or the sale of illegal or harmful goods or services; (f) are engaged in activities or sales that may damage the rights or reputation of Consulting Land or others; or (g) engage in any activity, whether or not intentionally, that threatens the stability or security of Consulting Land's network, servers, or other services, in Consulting Land's sole discretion (each "Termination for Cause"). Any Termination for Cause by Consulting Land will take effect immediately, and you expressly agree that you will not have any opportunity to cure. In addition, Consulting Land may terminate your Hosting Services at any time without cause upon notice to you. Your sole and exclusive remedy for such termination of your Hosting Services without cause will be a refund of your Hosting Services Fees for the then current term.

Upon any termination of your Hosting Services or this Agreement for any reason, any provision which, by its nature or express terms should survive, will survive such termination, including but not limited to, Sections 7 and 8, shall survive termination.

3. Hosting Service Availability Guarantee

We guarantee that your Hosting Services will be up and accessible 99 % of the time except for interruptions caused by

- errors caused by you from custom scripting or coding
- any interruption caused by third party software installed by you
- corrective actions taken by Consulting Land pursuant to the terms of this Agreement
- outages that affect access to the web site via HTTP, FTP and email
- internet frailties
- periodic scheduled maintenance or repairs that Consulting Land may undertake from time to time
- causes beyond the control of Consulting Land or that are not reasonably foreseeable by Consulting Land

4. Web Site Content

You expressly grant to Consulting Land a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet the content that is submitted, stored, distributed or disseminated by you via the Hosting Services, including content supplied by third parties (collectively, the "Content"), in connection with Consulting Land's performance or enforcement of this Agreement and revocable only upon the termination of Hosting Services. You shall be solely responsible for providing, updating, uploading and maintaining your website and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your web site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. Your Content shall also include

any registered domain names provided by you or registered on behalf of you in connection with the Hosting Services. Consulting Land does not intend to and shall have no obligation to systematically monitor the Content. Your Content includes content of the end users of your website. Accordingly, you are responsible for your end users' content and all activities on your website. Consulting Land, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of your Content and suspension and/or termination of your Hosting Services, in the event of notice of any possible violation of this Agreement by you or your end users. You agree that Consulting Land will have no liability to you or any of your end users due to any corrective action that Consulting Land may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. You agree to the additional restrictions of use for the ancillary services provided by Consulting Land in conjunction with the Hosting Services that are found in the Services Agreement.

5. Acceptable Use

You represent and warrant to Consulting Land that your Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any copyright, trademark, patent, proprietary intellectual property, contract or tort right of any person and that you own your Content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the Content on and within your web site. You also warrant that the web site being hosted by Consulting Land will not contain any obscene or libelous material or otherwise violate any law or regulation. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the Hosting Services or obtain from the Internet.

You represent and warrant that your Content and use of the Hosting Services will not: (i) disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email on a daily basis, provided, Consulting Land, in its sole discretion, may permit you, if you have a legitimate purpose and after request, to send more email than Consulting Land's standard STMP relay limit; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization; (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; (viii) use your server as an "open relay" or similar purposes; (ix) run a DNS service; (x) act as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities; (xi) perpetrate server hacking or other security breaches; (xii) use of your web site as an anonymous gateway; (xiii) use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by Consulting Land; or (xiv) engage in any other activity deemed by Consulting Land to be in conflict with the spirit or intent of this Agreement or any Consulting Land policy, including the use of the Hosting Services in any way, in Consulting Land's sole discretion, that impairs the functioning or operation of Consulting Land's services or equipment. Specifically by way of example and not as a limitation, you shall not use the Hosting Services as (i) a repository or instrument for placing or storing archived files, and/or (ii) placing or storing material to be downloaded through other web sites.

You agree to indemnify and hold harmless Consulting Land from any claims resulting from the use of the Hosting Services which damages you or any other party. Consulting Land reserves the right to investigate you, your business, and/or your owners, officers, directors, managers, and other principals, your sites, and Your Content at any time. These investigations will be conducted solely for Consulting Land's benefit, and not for your benefit or that of any third party. If the investigation reveals any information, act, or omission, which in Consulting Land's sole opinion, constitutes a violation of any local, state, federal, or foreign law or regulation, or this Addendum or any of Consulting Land's other policies, Consulting Land may immediately shut down the Hosting Services, without notice to you. You agree to waive any cause of action or claim you may have against Consulting Land for such action.

6. Storage and Security

At all times, you shall bear full risk of loss and damage to your web site and all of your Content. You are entirely responsible for maintaining the confidentiality of your password and account information. You agree that you are solely responsible for all acts, omissions and use under and charges incurred with your account or password or in connection with the Site or any of your Content displayed, linked, transmitted through or stored on the Server. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to your Content; (ii) maintain independent archival and backup copies of your Content; (iii) ensure the security, confidentiality and integrity of all your Content transmitted through or stored on Consulting Land servers; and (iv) ensure the confidentiality of your password. Consulting Land's servers are not an archive and Consulting Land shall have no liability to you or any other person for loss, damage or destruction of any of your Content. The Hosting Services are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be considered as one. Consulting Land shall have no liability to you or any other person for your use of the Hosting Services in violation of these terms.

You agree that Consulting Land has no obligation to back up any data related to your website. In the event your use of the Hosting Services is terminated, moving your web site off of the Consulting Land servers is your responsibility. Consulting Land will not transfer or FTP your web site to another provider.

7. IP Addresses

You acknowledge and agree that Consulting Land shall have the right to seek justification in connection with your use of the Hosting Services, specifically your purchase of additional IP addresses, and that you shall be obligated to provide any and all information reasonably sought by Consulting Land pursuant to such justification. In the event you do not begin using at least ninety percent (90%) of your additional IP addresses, Consulting Land shall have the right to reclaim any unused IP addresses after the expiration of such thirty (30) day period. In connection with such purchase, you acknowledge and agree that your name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois.

Consulting Land will have no responsibility if your IP address is blacklisted and you shall be responsible for removal of your IP address from any blacklist.

8. Other Services

You acknowledge and agree that other terms, conditions and agreements may apply to the various services included in your Hosting Services package, and that you have read and you agree to be bound by such additional terms and conditions.

9. Additional Warranty Disclaimers and Limitations of Liability

CONSULTING LAND IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR END USERS VIA THE HOSTING SERVICES PROVIDED BY CONSULTING LAND.

Information obtained by you from the Internet may be inaccurate, offensive or in some cases illegal. Consulting Land has no control over information contained on the Internet and accepts no responsibility for any information that you may receive or transmit via the Internet.

You agree that if Consulting Land takes any corrective action under this Agreement in response to your or your end users' actions or failures to act, that corrective action may adversely affect you or your end users and you agree that Consulting Land shall have no liability to you or your end users due to any corrective action taken by Consulting Land.