

# **IntelOquence** Web Hosting Package Agreement

This service agreement has been put together to provide you with a complete and comprehensive set of policies that bind us as the hosting services provider, and you, our customer.

## Terms of Agreement:

1. This service agreement is between Inteloquence (hereinafter "Company," "we," "our," or "us") and you, our customer (hereinafter "Customer," "you" or "your").
2. Company, as your web hosting service provider, will supply Customer with a shared web hosting solution. For all accounts, this solution will, at the very least, provide you with the selected amount of server or disk space to upload your website and an allocated amount of bandwidth transfer to allow for website connectivity.
3. Upon paying for and using the hosting services provided by Company, Customer indicates his/her agreement to the following terms and conditions, as outlined below. The use and or payment for Company services constitute an agreement with these terms and conditions.
4. Use of Company services requires Customer to be at least 18 years old.
5. Company requires that Customer information is a complete and accurate representation of Customer contact details. Customer must be a valid representative of the entity or organization listed on Company sign up form.
6. This agreement supersedes any other oral agreement between Company and Customer.
7. Any of the terms, prices or services offered can be modified or updated with prior online or email notification.

## Customer Responsibility:

1. Customer is responsible for uploading website files and/or providing and setting up any website content. Company is not responsible for modifying or updating website material.
2. Customer is responsible for the content of any postings, data or transmissions. This responsibility is extended to any individuals or entities given access to the account by the customer.
3. While Company will assist you in any way reasonable, we are not responsible for ensuring your domain name is transferred to our servers. Customer is responsible for making any necessary domain name server changes, and ensuring the transfer is implemented correctly.
4. Customer is responsible for updating and maintaining their contact information with Company. Customer is responsible for ensuring that Company is able to notify the customer for technical, billing or other issues or purposes deemed necessary by Company to maintain the account.

## Lawful Purpose:

1. Company reserves the right to refuse service to anyone using our networks or servers for unlawful purposes.
2. Customer agrees to abide by all terms outlined.
3. Customer is responsible for making their end-users aware of all the policies of Company.

## Payment Policies:

1. Accounts will not be activated or reactivated without prior payment.
2. All hosting fees and domain name renewal fees are due on or before the due date of the renewing account and/or domain name.
3. Technical work or requested services will only be implemented once payment for the service has been secured.
4. Incomplete sign up information can result in an account NOT being activated. Some accounts may be placed on hold for up to 72 hours, pending review of information received.
5. We reserve the right to modify any billing prices subject to written notice via email or through a posting on our website.
6. Any losses or expenses experienced by the customer, due to Company action for non-payment, is not the responsibility of Company.

### Domain Name:

1. Once a domain name has been registered or renewed through Company, no refunds will be given for the domain registration or renewal fee.
2. The Customer has full ownership rights over any domain name registered or renewed through Company, where the domain registration fees have been paid in full.
3. No domain name will be registered or renewed without prior payment of the required fee.
4. If we are unable to secure payment before the domain renewal date, the domain will expire and the hosting account will be suspended.
5. After 40 days, the domain name will be released by the Registrar Company and be made available to the general public for re-registration.
6. Once a domain has expired, if the registration fee is then paid, we will put in a request with our Registrar Company to renew and reactivate the domain name. This process is normally complete within four (4) days.
7. Once a domain has been renewed, if we receive a dispute of payment or a request for a refund from your credit card company, Company will take over the ownership of the domain name in question.
8. Company is not responsible for maintaining the registrant information for domain names.
9. Company is not liable for any domain disputes that may arise over changed registrant information for a domain name.
10. Company is not responsible for resolving any domain disputes. These issues must be resolved by the parties involved, according to the legal bounds of ICANN (Internet Corporation for Assigned Names and Numbers), the domain name governing body. Company will not act as an arbitrator, but will honor any decisions determined by ICANN.

### Account Ownership:

1. Ownership of the account is determined by the individual or company listed in our database as the person or company paying for the account. This is determined as being the individual or company listed as the credit card holder on the account.
2. Company will only email account login information if we are able to verify the login for the account.
3. Company is not liable for any account disputes that may arise between various parties holding Company account login information when the information has been distributed by the verified account holder.
4. Company will act in accordance with the above ownership rules unless compelled by a domain dispute ruling as determined by ICANN (Internet Corporation for Assigned Names and Numbers), the domain name governing body.

### Cancellation Policy:

1. We reserve the right to cancel any account for violation of our Acceptable Use Policy.
2. If you do not wish to continue hosting with Company, or do not wish to renew your domain name, it is your responsibility to contact our Support Department to cancel your account or domain name.
3. Transferring a domain to a new hosting company does not constitute canceling an account with Company.
4. Should Customer fail to adequately notify Company of their intent to cancel an account, and the account is automatically charged and renewed, we will only refund any annual charges placed on the account after the date the official notification was received.

### Website Accessibility:

1. Customers website will be made available to third parties via the Internet 24 hours a day, seven (7) days a week, excluding the following circumstances:
  - Scheduled maintenance and regular system repairs as initiated by Company.
  - Down time caused by circumstances beyond Company control.

- Down time caused by circumstances not reasonably foreseeable by Company such as (but not limited to) service problems experienced due to telecommunications or digital transmission links failures or interruptions, or general Internet failures or slow-downs.

Complaint Against Customer (excluding Trademarks and Copyright complaints):

1. Generally speaking, unless Company is issued a court order, or otherwise required by law, Company will respond to third-party complaints or notices by submitting the information to Customer and asking Customer to respond appropriately. With few exceptions, we will not deactivate or delete customer accounts.
2. Company does not proactively review the website content or email of our customers.
3. We take no responsibility for the content or information contained on our customers' websites or within their email.

Emergencies / Use Effecting Others:

1. We reserve the right to take any proactive steps we deem necessary to maintain the security, connectivity, performance and services of our customers, including but not limited to actions requiring us to deactivate your website, shut down our network, or review the content on your website to evaluate the reason for perceived behaviors.
2. In rare instances, we may need to completely delete your website because of some significant failure, security breach or other emergency. In such cases, we do our best to backup your website, but we cannot ever guarantee a full restore of your website.

Backup / Restore:

1. Company cannot guarantee that the contents of your website will never be deleted, or that a backup of your website will always be available.
2. We always RECOMMEND that our customers keep a local backup of their website. This means that all contents of a website should be copied to your local desktop computer, and you should take steps to make a third backup (on tape, multiple floppies, another desktop, or elsewhere).
3. Company makes a full backup of each server, each night (starting around 12am, CST). For every server we have a tape for each day of the week and for Friday, we have three (3) tapes. This means that for every Monday, we use the Monday tape. If it's Tuesday, and you want to restore from a week prior to last Monday, we could only provide the restore from last Tuesday.
4. We charge an administrative fee to restore your website, and it usually takes us approximately 24 to 48 hours to fulfill restore requests.

Privacy:

1. Company will not, without Customer's permission, release or sell Customer's contact information, unless legally compelled to do so. Please note that in some circumstances, such as a court subpoena, Commodity Futures Trading Commission subpoena (under US Title 7, USC 15), or FBI summons under US Title 18, USC 2703(c), we must release your contact information without your knowledge.
2. Customer gives Company consent to contact Customer directly, via United States Postal Mail, email or phone, regarding its services, for customer survey feedback, general announcements or other information that Company may deem potentially important to Customer.

Termination of Agreement:

1. This agreement may be terminated by either party upon written notice of a breach of the policies laid out in this service agreement.
2. The termination is valid if either party breaches any policies laid out in this agreement and the breaching party fails to remedy the breach within two (2) weeks of receiving written notification of the breach or if either party is the subject of a filing of bankruptcy action in any court of competent jurisdiction, whether initiated by the party or adjudged against the party.

Limitations of Liability:

1. Company operates a shared hosting environment, which affords a cost-effective hosting option for our customers and introduces some risk that a customer could impact others.
2. We cannot accept any liability for downtime, interruptions of service, loss of business, breach of security or inadvertent access to your private data.
3. We cannot accept any liability for our response to a legal requirement or court order. Furthermore, there are some circumstances where Company must use its best judgment on how to respond to opposing legal viewpoints. In such instances, we cannot accept any liability where our judgment is ultimately wrong.
4. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED IN CONNECTION WITH ITS PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. THE MAXIMUM LIABILITY OF COMPANY TO CUSTOMER FOR DAMAGES RELATING TO COMPANY'S FAILURE TO PROVIDE SERVICES SHALL BE LIMITED TO REIMBURSEMENT OF THE TOTAL FEES PAID BY CUSTOMER TO COMPANY. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM LIABILITY OF COMPANY TO CUSTOMER FOR DAMAGES FOR ANY AND ALL OTHER CAUSES WHATSOEVER, AND CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO REIMBURSEMENT OF THE TOTAL FEES PAID BY CUSTOMER TO COMPANY. IN NO EVENT SHALL COMPANY BE LIABLE FOR (A) ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE NETWORK, SYSTEMS, SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR OTHERWISE FOR ANY SUCH CLAIM, OR (B) FOR ANY DAMAGES OR COSTS ARISING FROM ANY THIRD PARTY'S ACTIONS, FAILURE TO ACT, OR DELAY IN PERFORMING ANY OBLIGATION WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE.