



Website Hosting Agreement
Pc Click
Max Tadros Webmaster

Client Information

Business Name:

Your Name:

Address:

Phone:

Fax:

Email:

Website :

HOSTING AGREEMENT and TERMS of SERVICE

Welcome to Pc Click! This Hosting Agreement governs your purchase and use, in any manner, of all Web site hosting services, including the Dedicated Hosting Services and the Shared Hosting Services, (collectively, the "Services") as described in the Order Form, ordered by you and accepted by Pc Click and describes the terms and conditions that apply to such purchase and use of the Services. For purposes of this Agreement, the Shared Hosting Services include the E-Commerce Services. You must register and accept the terms of this Agreement in order to use the Services. BY SIGNING THIS DOCUMENT AND REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. Pc Click reserves the right to change or modify any of the terms and conditions contained in this Agreement, the Addendum and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be effective upon posting of the revisions on the Pc Click Web site (the "Site"). Pc Click will post a notice of such changes or modifications to this Agreement or the Addendum on the Site for thirty (30) days. Pc Click may post changes or modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following Pc Click's posting of any changes or modifications will constitute your acceptance of such changes or modifications. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT (OR THE ADDENDUM IF THEY APPLY TO YOU), DO NOT SIGN THIS DOCUMENT. IF YOU DO NOT AGREE TO THE TERMS OF ANY MODIFICATION, DO NOT CONTINUE TO USE THE SERVICES AND IMMEDIATELY NOTIFY PC CLICK OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 1.2 BELOW.

1. Terms and Payment for Services

1.1 Term. This Agreement shall be for an "Initial Term" of either (a) thirty (30) days if you register for Shared Hosting Services, or (b) twelve (12) months from the order date if you register for Dedicated Hosting Services, or (c) as otherwise chosen by you in the Order Form, located on the Site, at the time you register for the Services. This Agreement will be automatically renewed (the "Renewal Term") at the end of the Initial Term for the same period as the Initial Term unless you provide Pc Click with notice of termination either (a) at least seven (7) days prior to the end of the Initial Term or the Renewal Term, whichever is then applicable, if you registered for and are receiving Shared Hosting Services or (b) at least thirty (30) days prior to the end of the Initial Term or Renewal Term, whichever is then applicable, if you registered for and are receiving Dedicated Hosting Services or have pre-paid for a one year period of Shared Hosting Services. You must provide Pc Click with your notice of termination by sending written notification to Pc Click through communication channels located on the Site. Upon Pc Click's receipt of the written notice of cancellation, you will be asked to provide Pc Click with sufficient customer identification information so that Pc Click may properly identify you and your account. Any authenticated notice of termination will be effective upon Pc Click's receipt thereof.

1.2 Termination Policy.

If you terminate your receipt of the Services prior to the end of the Initial Term or the Renewal Term, whichever is then applicable, (a) Pc Click shall not refund to you any fees paid in advance of such termination and (b) you shall be required to pay the lesser of three (3) times the standard monthly charge or 100% of Pc Click's standard monthly charge for each month remaining in the term, unless otherwise expressly provided herein. Notwithstanding the foregoing, if you have pre-paid for a one year period of Shared Hosting Services, you are entitled to a pro-rated refund of the remaining months in the annual period, calculated at the standard monthly rate for such Shared Hosting Services, not the discounted annual rate. Your termination request must be submitted to Pc Click in the manner described in Section 1.1. Pc Click may terminate this Agreement at any time and for any reason by providing to you written notice of termination. If Pc Click terminates this Agreement, Pc Click shall refund to you the pro-rated portion of pre-paid fees attributable to Services not yet rendered as of the termination date unless otherwise expressly provided herein.

1.3 Liability and Obligations on Termination.

Should the Agreement expire or be terminated for any reason, Pc Click will not be liable to you because of such expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from such termination or expiration. Any termination of this Agreement shall not

relieve you of any obligations to pay fees and costs accrued prior to the termination date and any other amounts owed by you to Pc Click as provided in this Agreement.

1.4 Charges.

You agree to pay for all charges attributable to your use of the Services at the then current Pc Click prices, which shall be exclusive of any applicable taxes.

1.5 Payment.

All charges for Services must be paid in advance according to the then current price applicable to the Services. Upon registration you must choose to pay for the Services either by credit card or upon your receipt of an invoice. If you choose to pay by credit card upon registering, you thereby authorize Pc Click to charge your credit or debit card to pay for any charges that may apply to your account. You agree that Pc Click may accumulate any supplemental charges, as described in the Order Form, incurred by you in your use of the Services ("Supplemental Charges") until such charges exceed \$20 and then charge your card. You must notify Pc Click of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit Pc Click from charging your account. If you choose to be invoiced upon registration, Pc Click will send an invoice to you for the Services applicable to the period for which you have registered for the Services. Pc Click may also send periodic invoices to you for any applicable Supplemental Charges associated with your use of the Services. You agree to pay to Pc Click the amount indicated in each invoice by the due date reflected on the invoice. If you fail to pay any fees and taxes within fifteen (15) days from applicable due date for credit card or invoice payments, late charges of the lesser of one and one-half per cent (5%) per month or the maximum allowable under applicable law shall also become payable by you to Pc Click. In addition, your failure to fully pay any fees and taxes within fifteen (15) days after the applicable due date will be deemed a material breach of this Agreement, justifying Pc Click's suspension of its performance of the Services and/or termination of this Agreement. You are responsible for any fees associated with reinstated of Services. Any such termination would not relieve you from paying past due fees plus interest. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees.

2. Use of Services

2.1 Applicable Policies and Guidelines.

The Pc Click Acceptable Use And Service Guidelines (the "Usage Guidelines") govern the general policies and procedures for use of the Services. Pc Click's On-line Privacy Practices governs how Pc Click

collects, stores, processes and uses information associated with your use of the Services. The Usage Guidelines and the On-line Privacy Practices are posted on Pc Click's Web site at (or such other location as Pc Click may specify) and may be updated from time-to-time. YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS THERETO. PC CLICK RESERVES THE RIGHT TO TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT.

2.2 Material and Product Requirements.

You must ensure that all material and data placed on Pc Click's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by Pc Click. Pc Click will make no effort to validate any of this information for content, correctness or usability. In the event that your material is not "server-ready", Pc Click has the option at any time to reject this material. Pc Click will notify you of its refusal of the material and afford you the opportunity to amend or modify the material to satisfy the needs and/or requirements of Pc Click. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. It is not Pc Click's responsibility to provide this knowledge or customer support outside of the Services agreed to by you and Pc Click.

2.3 Bandwidth, Storage, and E-Mail Usage.

You agree that use of the Services hereunder will not exceed the bandwidth, storage and E-mail usage limits set out in the Order Form. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, Pc Click may, in its sole discretion, assess you with additional charges, suspend the performance of the Service, or terminate this Agreement. In the event that Pc Click elects to take any corrective action, you will not be entitled to a refund of any unused pre-paid fees.

2.4 Domain Names.

As part of the Services, you will provide Pc Click with a registered domain name or names or Pc Click will register such domain name(s) selected by you, provided that such domain name is available for registration and does not violate any Network Solutions' or other registration services' policies, or any law or regulation. You agree to promptly reimburse Pc Click for any fees paid by Pc Click to Network Solutions or other registration services with respect to the registration and maintenance of such domain name(s). In the event of any dispute or cause of action arising out of or related to your domain name used in connection with the Services, upon your request Pc Click will attempt to register with Network Solutions or other registrar an alternative domain name chosen by you.

You agree to be bound by the terms of Network Solutions' then current domain name policy and/or the policies of the national DNS registration authorities to which you become subject upon registration of your domain name. The inability to use a domain name shall not entitle you to a refund by Pc Click of any fees paid with respect to the registration of such unusable domain name. In the event you received a "Free Domain Name Registration" offer when you signed up for the Services, and you terminate the Services within one year of such domain name registration, you agree to immediately pay Pc Click the full retail price for such domain name registration in effect when you registered such domain name, in addition to any other fees for early termination described herein.

3. Intellectual Property Rights

3.1 Your License Grant to Pc Click.

You hereby grant to Pc Click a non-exclusive, worldwide, and royalty-free license for the Initial Term and the Renewal Term, if applicable, to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content as necessary for the purposes of rendering and operating the Services to you under this Agreement. You expressly (a) grant to Pc Click a license to cache materials distributed or made available for distribution via the Services, including content supplied by third parties, and (b) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

3.2 Your Warranties And Representations to Pc Click.

You warrant, represent, and covenant to Pc Click that (a) you are at least eighteen (18) years of age; (b) you possess the legal right and ability to enter into this Agreement; (c) you will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) you will be financially responsible for the use of your account; (e) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party Web sites or other content; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, your content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted, and (g) your content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

3.3 Pc Click Materials And Intellectual Property.

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Pc Click or its suppliers or agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by Pc Click to provide the Services to you, including, without limitation, all

copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of Pc Click or its suppliers. Pc Click shall also maintain and control ownership of all Internet protocol ("IP") numbers and addresses that may be assigned to you by Pc Click. Pc Click reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

4. Enforcement

4.1 Investigation of Violations.

Pc Click may investigate any reported violation of this Agreement, the Addendum its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. Pc Click will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

4.2 Actions.

Pc Click reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this Agreement, the Addendum or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or in potentially violation of any laws. In the event of becoming aware of any possible violation by you of this Agreement, the Addendum, any related policies or guidelines, third party rights or laws, Pc Click may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on Pc Click's systems, and/or (d) disabling or removing any hypertext links to third-party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by Pc Click which, in Pc Click's sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes Pc Click to civil or criminal liability or public ridicule. It is Pc Click's policy to terminate repeat infringers. The above stated rights of action, however, do not obligate Pc Click to monitor or exert editorial control over the information made available for distribution via the Services. In the event Pc Click takes corrective action due to such possible violation, Pc Click shall not be obligated to refund to you any fees paid in advance of such corrective action.

4.3 Disclosure Rights.

To comply with applicable laws and lawful governmental requests, to protect Pc Click's systems and customers, or to ensure the integrity and operation of Pc Click's business and systems, Pc Click may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content

residing on Pc Click's servers and systems. Pc Click also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of Pc Click's On-line Privacy Practices and Pc Click's right to disclose under this section, Pc Click's right to disclose under this section will control.

5. Disclaimed Warranties

You acknowledge and agree that Pc Click exercises no control over, and accepts no responsibility for, the content of the information passing through Pc Click's host computers, network hubs and points of presence, or the Internet. ALL SERVICES PERFORMED HEREUNDER ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PC CLICK DOES NOT MAKE AND HEREBY DISCLAIMS, AND YOU HEREBY WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

6. Limitations and Exclusion of Liability

6.1 Limitations.

IN NO EVENT SHALL PC CLICK OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER PC CLICK NOR ITS SUPPLIERS SHALL HAVE LIABILITY WITH RESPECT TO PC CLICK'S OBLIGATIONS UNDER THIS AGREEMENT, THE ADDENDUM OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF PC CLICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. IN ANY EVENT, THE LIABILITY OF PC CLICK AND ITS SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PC CLICK BY YOU UNDER THIS AGREEMENT AND THE ADDENDUM DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY PC CLICK HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE PC CLICK

AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 6.1.

6.2 Interruption of Service.

You hereby acknowledge and agree that Pc Click and its suppliers will not be liable for any temporary delay, outages or interruptions of the Services. Further, Pc Click shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

7. Indemnification

You hereby release and hold harmless, and agree to indemnify, Pc Click and its affiliates and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Pc Click or its suppliers, arising out of or relating to (a) your violation or breach of any term, condition, representation or warranty of this Agreement, the Addendum or any applicable policy or guideline; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).

8. MISCELLANEOUS PROVISIONS

8.1 Entire Agreement.

This Agreement, in conjunction with the Addendum and all policies and guidelines incorporated herein by reference, constitutes the entire agreement between you and Pc Click with respect to the subject matter hereof and there are no representations, understandings or agreements, which are not fully expressed in this Agreement and the related policies and guidelines.

8.2 No Fiduciary Relationship;

No Third-Party Beneficiaries. Pc Click is not the agent, fiduciary, trustee or other representative of you. Except for the rights of Pc Click's suppliers under sections 6 and 7 hereof, nothing expressed or mentioned in or implied from this Agreement or the Addendum is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement and the Addendum. This Agreement and the Addendum and all of the representations, warranties, covenants, conditions and provisions hereof

are intended to be and are for the sole and exclusive benefit of the parties hereto.

8.3 Amendments.

Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge hereof or to the Addendum shall be valid unless in writing and signed by the parties.

8.4 Identification.

Pc Click may, free of any obligation to pay compensation, use your name and identify you as a Pc Click client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

8.5 Non-Assignment.

You may not assign this Agreement or any right or obligation hereunder or under the Addendum, by operation of law or otherwise, without Pc Click's prior written consent. Pc Click may assign its rights and obligations under this Agreement or the Addendum, and may utilize affiliate and/or agents in performing its duties and exercising its rights hereunder, without your consent. Subject to that restriction, this Agreement and the Addendum will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

8.6 Severability.

Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement and the Addendum, if applicable, shall nonetheless remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications.

8.7 Survival.

All provisions of this Agreement and the Addendum relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations shall survive the termination or expiration hereof and thereof..

1. logos and link logo marks (the Marks) and, during or after the term of this Agreement, shall not, in any way, contest, or help others to contest, such ownership or the validity of any registrations or rights of Pc Click now owned or obtained relating to the Marks.

2. Customer shall not use any names, marks, terms, graphics, or other materials on its Web page or site that are likely to cause confusion with

or dilute the distinctiveness of either of the Marks or to damage the reputation or commercial image of Pc Click or any of its products.

3. Pc Click, in its sole discretion, may terminate this license immediately for any reason. Upon termination of this license, Customer shall immediately cease all further use of the Marks, or any other similar mark, name or logo, including, without limitation, any name or mark comprising the term "Pc Click."

I HAVE READ and I CONSENT TO THE ABOVE
HOSTING AGREEMENT AND TERMS OF SERVICE.

Date

Signature

Print Name

Title