

Terms & Conditions – Web Hotel

1. Payment and Installation. Any applicable non-recurring charges specified in this Agreement, including deposits or advance payments, are due on sign up. Monthly service fees, together with applicable taxes or charges (which will be stated separately on the invoice), are due 30 days from date of invoice. All accounts are billed 1 month in advance; similar to paying rent you pay before the month you will be using the services. Credit card payments will be assessed automatically at the start of each month. All prices stated on our web site include a 20% discount for prompt payment. Vastnet is strict with late payments. Late payments will affect your ability to receive the discount, as per the attached Billing Policy. Within five days of receipt of this Agreement by Vastnet, Vastnet will provide an estimated service date for services ordered. Vastnet will make reasonable efforts to install the Network Services by the estimated service date but shall have no liability to Customer in the event of delays, provided that Customer may terminate its order if Network Services are not ready within 30 days of the estimated service date and Customer has not caused or contributed to such delay. Term and billing will commence on the earlier of the ready date or, in the case of a Customer not ready to accept, 30 days after the estimated service date. The ready date is the date when the server is operational, and IP packets can be passed between Customer's server and the Internet.

2. Term. Term is one year unless otherwise stated on the attached quote. At the expiration of the initial term stated on this Agreement or any renewal term, unless either party has theretofore notified the other in writing of its intention not to renew, this Agreement shall be deemed to have been renewed for an additional term equal to the lesser of (i) the initial term stated on this Agreement, or (ii) the longest renewal term permitted by applicable law. To cancel service you MUST send a written note to Vastnet and remove any equipment you have located at the Vastnet Data Center. Calling Vastnet and asking for server(s) to be "turned off" DOES NOT cancel services. Service will continue until equipment is physically removed from our Data Center by you. Vastnet does not pro-rate cancellations; once service is utilized for any part of a month that FULL month is considered due.

3. Internet Network. The Network Services offer Customer access to the international Internet network (the Network), which encompasses the facilities of many other providers. In addition, Vastnet may elect to provide access to the Network entirely or partly by resale of services of other providers. The Network Services provided hereunder are subject to all applicable tariffs, rules, regulations, use policies and other terms and conditions of such other providers.

4. Rates. Vastnet agrees to provide the Network Services at the rates set forth in this Service Agreement, provided that by 30 days prior written notice to Customer, Vastnet may elect to change its rates after the expiration of the initial term set forth on this Agreement. If such change in rates is an increase Customer may elect to terminate this Agreement by at least 30 days prior written notice to Vastnet. With standard WebHotel the customer is allowed 10GB per month in Bandwidth Transfer. If you go over that 10GB, you will be billed \$5 per GB.

5. Content and Use. See Acceptable Use Policy, Appendix A.

6. Access. Customer will have access to the server via the Internet. Vastnet is not responsible for Internet problems that may impair the customer's ability to access and/or manage the server. Physical access to the server is possible, during normal business hours.

7. Equipment. All right, title and interest in all equipment provided by Vastnet shall at all times remain exclusively with Vastnet. Customer shall not create any liens or encumbrances with respect to such facilities or equipment. Upon termination of Network Services, Vastnet shall disconnect, and reclaim the use of any equipment provided by Vastnet and all IP Address(s) provided by Vastnet. Vastnet shall use reasonable efforts to maintain the Network Services in accordance with applicable performance standards and to obtain and keep in effect all rights of way required to provide the Network Services. Vastnet shall have no responsibility for the maintenance and repair of, or any liability of any kind with respect to, problems with the equipment that were caused by a direct result of the customers negligence. In the case of non-payment by the customer, Vastnet reserves the right to deactivate service and to keep the customers hardware (computer, server, hub, etc.) until the account is settled. If, after two months the account is not settled, Vastnet will sell the hardware to settle the customer's account.

8. Governmental Authorizations. Vastnet shall use reasonable efforts to obtain and keep in effect all necessary governmental authorizations necessary to

provide the Network Services, and Vastnet may take all such actions as may reasonably be required to maintain the Network Services in conformity with governmental requirements.

9. Termination and Remedies. In the event Customer shall fail to pay any amount under this Agreement when due or violates any other provisions of this Agreement including obligations relating to content and use, Vastnet may:

1. Terminate the Network Services hereunder without prior notice to Customer.
2. Hold Customers Equipment until payment is made.

If payment is not received by the date of 6 months after service is terminated Vastnet will dispose of customers equipment in order to pay off their account. If equipment is disposed of for an amount of more than the amount owed plus late fees a check will be mailed to the customer for the difference. If equipment is disposed of at a value of less than the amount owed plus late fees then the customer owes the difference. Vastnet will pursue any and all other remedies provided for hereunder or at law or equity to receive moneys owed.

10. Limitations on Liability. Except as provided for in Section 13, Vastnet shall have absolutely no liability of any kind whatsoever to Customer in connection with the Network Services or the Network or the other matters covered by this Agreement. Without limitation, Vastnet shall have no such liability with respect to any Interruption or degradation of the Network Services or the Network, any use of content with respect to Customer or any other user of the Network, force majeure events, or any direct, special, punitive or exemplary damages of any kind.

11. Indemnification. Customer hereby agrees to indemnify and hold harmless Vastnet against any and all liabilities, costs, expenses and claims relating to (i) Customer's unlawful or improper use of the Network Services or the Network or violation of the Acceptable Use Policy, (ii) Customer's failure to comply with the terms and provisions of this Agreement, or (iii) property damage or personal claims caused by Customer's acts or omissions.

12. Credit for Service Interruption. An interruption period begins when Customer reports an interruption in Network Service to Vastnet's Network Operations Center. Due to inherent design traits of the Network, and the involvement of multiple providers in providing end-to-end connectivity, Vastnet will not offer credits with respect to any interruptions or degradations of access to the Network unless caused by access facilities or hardware specifically provided by Vastnet.

Interruptions of 24 hours or less:

<u>Interruption Length</u>	<u>Credit</u>
Less than 4 hr	None
4 hr. - 7 hr. 59 min.	1/3 day
8 hr. - 11 hr. 59 min.	½ day
12 hr. - 15 hr. 59 min	2/3 day
16hr. - 24 hr.	One day

Interruptions Over 24 Hours:

Interruptions over 24 hours will be credited 1/6 day for each 4-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 4 days. Interruption length shall include the time required to re-establish logical network connectivity.

13. Miscellaneous. This Agreement and any attached pages constitute the entire agreement of the parties regarding the subject matter hereof, shall be governed and construed in accordance with the laws of the State of New York, may not be assigned by Customer without Vastnet's prior written consent, may not be amended or modified except in writing signed by the party against which enforcement thereof is sought, and may be signed in two or more counterparts each of which shall constitute an original. THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE WITH REGARD TO THE SERVICES OR THE NETWORK, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Signature: _____

Date: _____