

719 Point Road, Bedford, PA 15522
phone: 814-623-0780
fax: 814-623-0880

Website Hosting CONTRACT

CLIENT NAME: _____

DOMAIN NAME: _____

BILLING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

E-MAIL: _____

USER NAME: (8 CHARACTERS MAX)
ALL LOWER CASE _____

PASSWORD: _____

START DATE: _____

← IMPORTANT:
← User Name and Password are case sensitive!

SERVICES CAN BE CUSTOMIZED OR CHOOSE ONE OF THESE PRE-CONFIGURED PLANS:

| | <input type="checkbox"/> SMALL* | <input type="checkbox"/> MEDIUM** | <input type="checkbox"/> LARGE** |
|----------------|---------------------------------|--|---|
| MB STORAGE | \$60 ANNUALLY 25 MB | \$10/MONTH OR \$100 ANNUALLY 50 MB | \$15/MONTH OR \$150 ANNUALLY 150 MB |
| BANDWIDTH/Mo. | 500 | 1,000 | 3,000 |
| EMAIL ACCOUNTS | 5 | 10 | 20 |

*MUST BE PAID IN ONE PAYMENT FOR FULL YEAR OF SERVICE. CAN BE PREPAID WITH PERSONAL CHECK OR CASH.
 **CAN BE SET UP WITH AUTOMATIC CREDIT CARD PAYMENTS.

SPECIAL REQUESTS/CUSTOM HOSTING: _____

BILLING CYCLE: ANNUALLY MONTHLY

SITE WILL BE UPLOADED BY: CLIENT PAGES BY DESIGN (ADDITIONAL FEES WILL APPLY)

_____ (INITIAL HERE) I UNDERSTAND THAT THE FEES PAID ARE FOR HOSTING SERVICES ONLY. I UNDERSTAND IF TECHNICAL ASSISTANCE IS REQUESTED WITH SETTING UP MY SITE AND/OR EMAIL ACCOUNTS, ADDITIONAL CHARGES MAY APPLY. I HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND ACCEPTABLE USAGE LIMITS PRINTED ON THE SECOND PAGE OF THIS CONTRACT.

CREDIT CARD No. _____

NAME ON CARD _____

SIGNATURE _____ EXP. DATE _____

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TERMS: Hosting service is to be prepaid for the billing cycle specified in this contract. The first payment is to be made at the time the service is set up. Unpaid accounts will result in immediate termination of hosting service. No refunds for unused service will be made. Service may be terminated by the client before the beginning of any billing cycle. Packages can be upgraded or downgraded upon request. If site use exceeds permitted bandwidth, notice will be given and fees for additional use will be charged.

CLIENT RESPONSIBILITY: Use of this hosting service requires a 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 the web space by the client. The client agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of Pages by Design to provide this knowledge or support.

UCE {Unsolicited Commerce Email} -SPAM Spamming, or the sending of mass unsolicited email, from or through this hosting service or using an email address that is maintained on the server is **STRICTLY** prohibited. Violators will face an immediate suspension.

ACCEPTABLE USAGE POLICY: Failure to follow any term or condition will be grounds for immediate account deactivation without notice. Pages by Design will be the sole arbiter as to what constitutes a violation of any of these provisions. Activity which results in the suspension or deactivation of an account will result in a forfeiture of all fees paid. Hosting service may be used for lawful purposes only. Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots. Pornography and sex-related merchandising are prohibited. This includes sites that may infer sexual content, or links to adult content elsewhere.

SERVER RESOURCE: Any website that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given an option of either paying extra (which depends on the resource needed) or reducing the resource used to an acceptable level.

CHAT ROOMS: Clients may not install their own chat rooms.

SOFTWARE DISTRIBUTION Hosting accounts are not to be used for the purposes of distributing software and multimedia products. The failure by a customer to meet or follow any of the above policies/terms is grounds for account deactivation.

Pages by Design customers agree to indemnify and hold harmless Pages by Design from any claims resulting from the use of our services that damages them or any other party. The Pages by Design service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Pages by Design expressly disclaims any representation or warranty that the service will be error-free, secure or uninterrupted.

Pages by Design reserves the right to refuse, cancel, or suspend service at our sole discretion.