

WEB & EMAIL HOSTING CUSTOMER AGREEMENT

At Wallwork Consulting, LLC (hereinafter "Wallwork Consulting") we value our customers and wish to provide them with a positive experience. To offer you the best service possible, all Customers must follow the same rules and guidelines. Thus, these policies are agreed to by and between Wallwork Consulting and the Hosting customer (hereinafter "Customer").

1. **DEFINITIONS:** "Plans" means the Wallwork Consulting hosting package chosen by the Customer. "Customer" means any end user utilizing Wallwork Consulting's web or email hosting services.

2. **ORDER ACCEPTANCE:** All orders are subject to acceptance by Wallwork Consulting. Wallwork Consulting may refuse to accept or delay acceptance of any order for any reason.

3. **PAYMENT & TERMS:** Payment shall be made in US dollars to Wallwork Consulting on or before account activation and future renewal. If Wallwork Consulting fails to receive payment in full of any invoice within the INVOICE DUE DATE after activation or renewal, Wallwork Consulting may discontinue, withhold, or suspend services to Customer, including deletion of their website from our server. A reactivation fee of \$25 may apply to restore service if account is suspended.

4. **RENEWAL/CANCELLATION:** For your convenience, renewal of your services is automatic. If you wish to cancel your account, you must do so in writing via US Mail or by emailing us at billing@wallworkconsulting.com. Wallwork Consulting does not provide any refunds whatsoever on prepaid web or domain hosting plans.

5. **LIMITATION OF LIABILITY:** Wallwork Consulting will utilize its best efforts to maintain acceptable performance of services contracted by the Customer. However, Wallwork Consulting hereby disclaims any and all warranties whatsoever, express or implied, including any warranty of merchantability or fitness for a particular purpose. Wallwork Consulting does not and cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. Customer agrees that Wallwork Consulting will not be liable for any inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its systems. Customer further agrees that Wallwork Consulting shall not be liable to Customer for any claims or damages which may be suffered by Customer, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions whether or not caused by the fault or negligence of Wallwork Consulting. Wallwork Consulting, LLC's liability to Customer, and any end user of any Plan or other Wallwork Consulting service is limited to the amount paid to and received by Wallwork Consulting. In no event shall Wallwork Consulting be liable to Customer, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if Wallwork Consulting has been advised of the possibility of such damage.

6. **INDEMNIFICATION:** Customer agrees that it shall defend, indemnify, save and hold harmless from any and all demands, liabilities, losses, costs, claims, including reasonable attorney's fees, (hereinafter "Liabilities") against Wallwork Consulting, its agents, its partners, customers, servants, officers, and its employees which may arise or result from any services provided, performed or agreed to be performed or any product sold to Customer, its agents, employees or assigns. Customer agrees to defend indemnify and hold harmless Wallwork Consulting against Liabilities arising out of any injury to person or property caused by an products sold or distributed in connection with Wallwork Consulting's services hereunder, materials supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party; copyright infringement and any defective product which Customer sold via Wallwork Consulting's server. As a result of this, Customer agrees that Wallwork Consulting shall not be liable to Customer for any claims of actual, compensatory and/or consequential damage which may be suffered by Customer, including, but not limited to, losses or damages due to the loss of data resulting from delays, non deliveries or service interruptions caused by the fault or negligence of Wallwork Consulting.

7. **PROHIBITED USES:** Wallwork Consulting does not under any circumstances allow the following activities on any of its servers: Running WAREZ web sites, participation in undirected bulk e-mail delivery (SPAMMING) either through the use of our mail servers or otherwise, GAMBLING web sites, PORNOGRAPHY, materials violative of the INTELLECTUAL PROPERTY RIGHTS OF OTHERS, or any sites promoting or participating in ILLEGAL activities. All of these activities will result in immediate discontinuance of services without any prior notice and the Customer will not be entitled to any refund whatsoever for prepaid plans or otherwise. Further, Wallwork Consulting reserves the right to notify law enforcement officials should its servers be used for any illegal activity.

8. **RESERVATION OF RIGHTS:** Wallwork Consulting reserves the right to discontinue servicing or alter any Plan.

9. **PROPERTY RIGHTS:** Wallwork Consulting respects the intellectual property rights of others and reserves the right to discontinue service to any Customer violating the same. Wallwork Consulting owns all rights, titles and interests in Wallwork Consulting's trade names, service marks, inventions, copyrights, trade secrets, patents and know-how relating to the design, function or operation of Plan and of the hardware and software necessary to provide the individual service elements of which they consist. This agreement does not constitute a license for Customer to use Wallwork Consulting's trade names or service marks.

10. **APPLICABLE LAW/ARBITRATION/JURISDICTION:** This agreement takes effect when accepted by Wallwork Consulting in Alabama. It is to be governed by and construed under the laws of the State of Alabama and the United States of America. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The federal and state courts of the State of Alabama shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this agreement.

11. **ENTIRE AGREEMENT/MODIFICATION:** This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussions. Wallwork Consulting may make changes to this agreement which will be reflected at www.wallworkconsulting.com/legal/hostingterms.htm. Utilization of Wallwork Consulting's services by Customer and/or its Customers following the effective date of such change shall constitute acceptance by Customer of such change(s). Otherwise, this agreement may not be modified except by the written consent of both parties.

12. **LOG FILES:** Log files that are used to show statistical usage on a domain may be deleted on a monthly basis to free disk space. Clients who would like to keep their log files may contact us, as Wallwork Consulting cannot act as a repository for log files.

13. **PRIVACY POLICY.** Wallwork Consulting recognizes your privacy. Information collected by us is solely for the use of Wallwork Consulting and its employees and agents and will not be disclosed to third parties, except as required by law or otherwise herein.