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**WEBMASTERS OF FOLSOM**  
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## **Website Hosting Agreement**

IMPORTANT: THIS HOSTING AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND *WEBMASTERS OF FOLSOM*. READ IT CAREFULLY BEFORE MAKING YOUR LICENSE PURCHASE. IT PROVIDES A LICENSE TO USE A WEB SITE (DESIGN AND ELEMENTS) AND THE *WEBMASTERS OF FOLSOM* SERVICE AND ALSO CONTAINS LIABILITY DISCLAIMERS. BY MAKING ANY FORM OF PAYMENT (EITHER IN FULL OR PARTIAL PAYMENT), YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT.

THIS LICENSE AGREEMENT SHALL APPLY ONLY TO THE WEB SITE AND SERVICES SUPPLIED BY *WEBMASTERS OF FOLSOM*. CERTAIN ELEMENTS, SUCH AS COMPANY LOGOS, MAY BE COPYRIGHT OR TRADEMARKED BY THEIR RESPECTIVE COMPANIES.

Web sites provided by *Webmasters of Folsom* are licensed per the terms of this agreement. Please read it carefully before using purchasing your license.

### **A. Definitions**

The following terms are defined for use in this Agreement:

- "Web Site Provider" refers to *Webmasters of Folsom* and Bob Schmidt.
- "Web Site Template" refers to any web site design in its entirety including layout, images, text, etc.
- "Elements" refers to the individual items provided by *Webmasters of Folsom* that comprise a web site including images, text, etc.
- "License" refers to this license which defines all terms and conditions for the use of a Web Site Template and the *Webmasters of Folsom* service.
- "Customer" refers to any person or entity that is exercising rights under, and complying with, all of the terms of this License.

### **B. License**

Web Site Provider grants the Customer a non-exclusive, and non-transferable, License to use and display a Web Site Template in accordance with the terms of this License.

### **C. License Grants**

This license allows the Customer to:

- Use a Web Site Template provided by the Web Site Provider.
- Use of the Web Site Provider services associated with the Web Site Template.
- Customize certain elements, where noted, of the Web Site Template.

### **D. License Restrictions**

- The Web Site Template must remain on the Web Site Provider server and monthly hosting fees may apply. Hosting fees must be paid on time and remain current.
- The Customer must activate the web site hosting within 6 months. After 6 months, the Web Site Provider may consider the License abandoned and terminate the License without refund.
- Canceled accounts may be reactivated within 90 days of the cancelation date. After 90 days, customers who wish to reactivate their accounts must pay the set up fee again.
- The Customer's account with *Webmasters of Folsom* and any accounts with any Bob Schmidt owned service must remain current at all times. Should one of the Customer's accounts with any Bob Schmidt entity become delinquent or in default, the Customer's *Webmasters of Folsom* account will be suspended until the Customer pays any outstanding debt and/or resolves any account issues to the satisfaction of Bob Schmidt. Past due accounts may be

# WEBMASTERS OF FOLSOM WEBSITE HOSTING AGREEMENT

forwarded to a collection agency. If the Customer's account is sent to collections, the Customer will be liable for any and all collection fees in addition to their past due balance.

- Web Site Templates or any Elements may not be transferred to any other web hosting or server or be copied or downloaded except where such downloads are the normal function of a web browser such as for caching purposes.
- The Customer may not use any Elements for any other purpose except where specifically noted and in such case, may only be used as noted.
- The Customer may not attempt to remove any or dissuade visitors from clicking any links to the Web Site Provider or any other links we may include on Web Site Templates.
- The Customer may not customize the Web Site Template to include any obscene, scandalous, defamatory or immoral content, nor use the Web Site Template for any purpose which is prohibited by law.
- This License may not be transferred or sold to any other individual, company, or organization.
- The Customer may not use the Web Site Template or the Web Site Provider service to develop any web site or service having the same primary function as the Web Site Template or Web Site Provider service.
- Mailing lists must be true opt-in mailing lists. You may not add recipients to your mailing list without their consent. The use of SPAM is strictly prohibited. The Customer may not e-mail unsolicited commercial advertisements nor shall the Customer promote their site through the use of unsolicited e-mail commercial advertisements or advertise services or sites via IRC or USENET in clear violation of the policies of the IRC channel or USENET group.
- In the event that the Customer fails to comply with this License, the Web Site Provider may terminate the License without refund.

## **E. Upgrades and Modifications**

The Web Site Provider may from time to time make upgrades, alterations and modifications to any Elements or functions of the Web Site Template and/or the Web Site Provider service.

## **F. Ownership**

This License gives you limited license to use the Web Site Template and the Web Site Provider service. The Web Site Provider and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the Web Site Template (including all Elements) and the Web Site Provider service. Internet domain names not previously registered by the customer will be registered by Bob Schmidt for use with the customer's chosen Web Site Template. All rights not specifically granted in this License, including Federal and International Copyrights, are reserved by the Web Site Provider and its suppliers.

## **G. Cancellation and Refund Policy**

The Customer may terminate their service, without refund, at any time. The Web Site Provider does not grant refunds for any reason. The Customer must cancel their web hosting service via the PayPal web site. Any cancellation requests sent to the Web Site Provider will return instructions on how to cancel via the PayPal web site. The Web Site Provider will continue to provide service and the Customer will be liable for any recurring fees until the Customer cancels their account via the PayPal web site.

## **H. Terms**

This License shall continue for as long as the Customer is in compliance with the terms and conditions of this agreement as well as the [Terms of Use](#) policies. This License will terminate immediately, without refund, if the Customer fails to comply with any of the terms or conditions stated herein.

## **I. Limitations of Warranties and Liability**

The information and services included in or available through the Web Site Provider may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The Web Site Provider and/or its respective suppliers may make improvements and/or changes in the service at any time. The Web Site Provider does not represent or warrant that the service will be uninterrupted or error-free, that defects will be corrected, or that the service or the server that makes it available, are free of viruses or other harmful components. The Web Site Provider does not warrant or represent that the use or the results of the use of the Web Site Provider or the materials made available as part of the service will be correct, accurate, timely, or otherwise reliable. You specifically agree that the Web Site Provider shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the service. You understand and agree that use of the Web Site Provider is at your sole risk. Any material and/or data downloaded or otherwise obtained through the use of the Web Site Provider or

# WEBMASTERS OF FOLSOM WEBSITE HOSTING AGREEMENT

stored on the Web Site Provider is at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the viewing or download of such material and/or data.

The Web Site Provider nor any affiliated company or individual shall be liable in any way, and you agree to indemnify and hold harmless the Web Site Provider, Bob Schmidt, and his employees and content providers for:

- any inaccuracy, error, delay in, or omission of (a) any information, or (b) the transmission or delivery of information
- any loss or damage arising from or occasioned by (a) any such inaccuracy, error, delay, or omission, (b) nonperformance, (c) interruption of information due either to any negligent act or omission by the Web Site Provider, Bob Schmidt, or the independent providers of information or to any "force majeure" (i.e. flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of the Web Site Provider or Bob Schmidt.

Save as is otherwise provided below the Web Site Provider, and respective employees, contractors and agents will have no obligation or liability of any kind to you with respect to any malfunction of our equipment or software or the provision, storage or use of the web site or any part thereof and, without limiting the generality of the foregoing, for any delays, interruptions, errors or omissions howsoever occasioned (including negligence on our part and our respective employees, contractors and agents) in collecting, recording, processing, storing or disseminating the service or the accuracy thereof. Nothing in this paragraph will exclude, restrict or modify any condition or warranty implied in this agreement by law where to do so would render this clause void.

You shall indemnify us against all damages, losses, costs and expenses (including legal costs and/or any loss of profit) incurred by us arising out of:

- I. your use of the Web Site Provider or Web Site Template; or
- II. any breach of License terms

## **J. General**

This License is the entire agreement between the Customer and Web Site Provider, superseding any other agreement or discussions, oral or written.



*Webmasters of Folsom*