



WEB HOSTING AGREEMENT

THIS WEB SPACE RENTAL AGREEMENT ("Agreement") is hereby entered into between Bower Web Solutions Inc. and _____ (Customer) on the following terms and conditions:

1. The Bower Web Solutions Inc. Web Space Rental Service (the "Service") consists of services provided to allow the Customer to offer content on the Internet. These services include space on Bower Web Solutions Inc.'s Internet server to store HTML and related multimedia documents and files, the ability to maintain these pages through one FTP ("File Transfer Protocol") account, and email accounts. The terms and conditions of this agreement and any rules and prices published on Bower Web Solutions Inc.'s Web Site (<http://www.bowerwebsolutions.com>) constitute the entire and only agreement (collectively, the "Service Agreement") between Bower Web Solutions Inc. and the Customer (hereby defined as one who has an account with Bower Web Solutions Inc. for the Service, including Customer's designated users with respect to the Service) and supersede all other communications and agreements with regard to the subject matter hereof.
2. Upon notice provided in written form to the Customer, Bower Web Solutions Inc. may modify this Service Agreement or prices, and may discontinue or revise any or all aspects of the Service in its sole discretion without prior notice. Written or e-mail notice must be provided within no fewer than 15 days of any change to this Service Agreement or prices.
3. Customer agrees to indemnify Bower Web Solutions Inc. against any liability for any and all use of Customer's account. Furthermore, Customer agrees that it will protect, indemnify, save and hold Bower Web Solutions Inc. harmless from any and all stipulations, liabilities, losses, expenses and claims, as well as reasonable attorney's fees assessed against Bower Web Solutions Inc., its agents, customers, officers, employees and administration that may arise or result from any service provided or performed or agreed to be performed or any product sold by its customers, agents, employees or assigns. Customer agrees to defend, indemnify and hold Bower Web Solutions Inc. harmless against liabilities arising out of; (1) any injury to person or property caused by any products sold or distributed in association with Bower Web Solutions Inc.'s Services; (2) any material furnished by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright violation and any defective products sold to a Customer from Bower Web Solutions Inc.'s Services.
4. While Provider shall make every reasonable effort to protect and backup data for Client on a regular basis, Provider is not responsible for Client's files residing on Provider. Client is solely responsible for independent backup of data stored on Providers server and network. If Provider needs and is able to restore client's files due to a file lost provider is not responsible for, provider may charge an additional fee for this service.
5. Customer is responsible for and must provide all telephone and other equipment and services necessary to maintain customer's account remotely through one FTP account.
6. CUSTOMER EXPRESSLY AGREES THAT USE OF BOWER WEB SOLUTIONS INC.'S SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER BOWER WEB SOLUTIONS INC. NOR ANY OF ITS INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES BOWER WEB SOLUTIONS INC. OR ANY OF ITS INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT. NEITHER BOWER WEB SOLUTIONS INC., NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISION OF THIS PARAGRAPH SHALL ALSO APPLY TO ALL THIRD PARTY CONTENT AND ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICE.
7. This Service Agreement is made in New Jersey, and shall be governed by and construed in accordance with the laws of the United States of America and of the State of New Jersey. Any cause of action of customer or its designated users with respect to the Service Agreement must be instituted within one year after the claim or cause of action has arisen or be barred.
8. Copyrighted material must not be placed on Customer's account without the permission of the owner(s) or person(s) they specifically authorize. Only the Owner(s) or such authorized person(s) may upload copyrighted material to the account.
9. Customer agrees not to publish on or over its account any information, software or other content which violates or infringes upon the rights of any others or which knowingly contravenes the laws of any jurisdiction in which such content is generally accessible.
10. **Use of illegal or copyright material** on any web page or other distribution mechanism used in conjunction with the Customer's account, will result in termination of this Service Agreement. Illegal material is defined as any material not permitted under United States local, state or federal laws. If "illegal material" was submitted by a client of the Customer without Customer's knowledge, this Service Agreement will remain in effect if the Customer removes the "illegal material."
11. **User-Supplied Content:** All services may be used for lawful purposes only. Through Bower Web Solutions Inc.'s Service, you may have access to Chat Areas, Bulletin Boards, Web Pages, eMail, or other Services that enable you to send or post materials ("content") and make that content available to others. You must not submit, publish, or display on the Network any defamatory, inaccurate, abusive, obscene, infringing, or threatening content. In addition, you may not submit, publish, or display any content that violates any US Federal, State, or Local Law. You are solely responsible for the content you make accessible through the Bower Web Solutions Inc Network. You may not use the Service to assist any other person or entity to violate any Federal, State, or Local Laws, Ordinances or Regulations. Bower Web Solutions Inc is not obligated to monitor the Network to examine available content. You hereby acknowledge that if we are made aware of content that is determined to be, in its sole discretion, unacceptable, undesirable, offensive, indecent, obscene,

excessively violent or otherwise objectionable, Bower Web Solutions Inc has the right, but not the obligation, to edit, remove or deny access to such content. Bower Web Solutions Inc may disclose any content or records concerning Customer's account as required to satisfy any Law, Regulation, Governmental Request or Court Order.

Pornography and sex-related merchandising are prohibited on all Bower Web Solutions Inc Servers. This includes Sites that may infer sexual content, display nudity, or link to adult content elsewhere. This is also true for Sites that promote any illegal activity or content that may be damaging to Bower Web Solutions Inc.'s Servers or any other Server on the Internet. Links to such materials are also prohibited. In addition, any Site Selling or promoting Bulk eMail Service is not allowed. Below are some examples of non-acceptable content or links:

- Adult Sites - Any erotic or pornographic material, links to adult sites, or advertisements for adult sites.
- Pirated Software (Warez) - Any software that is copyrighted and not freely available for distribution without cost; i.e. ROMs, ROM Emulators and MPEG Layer 3 files (MP3).
- Copyright Violations - Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer.
- Hacking/Phreaking - Includes sites with material, links, or resources for hacking, phreaking, viruses, anarchy, or any type of site that promotes or participates in willful harm to Internet Sites or Providers.

12. Any use of Bower Web Solutions Inc.'s systems that disrupts the normal use of the system for other Bower Web Solutions Inc. customers is considered to be **abuse** of Bower Web Solutions Inc. services and is grounds for termination of this Service Agreement. Some examples of abuse include spawning dozens of processes, consuming large amounts of memory or CPU cycles for long periods of time, attempting to access other Customers' account areas, or conducting provocative activities such as mass emailings which may result in retaliatory actions against Bower Web Solutions Inc.' systems.
13. Depending upon the nature and severity of any abuses, the Customer may receive an E-mail warning detailing the nature of the abuse. If the abuse of services is not terminated within two (2) days, a certified letter will be sent to the customer formally requesting termination of the stated abuse. Customer then must terminate stated abuse within two (2) days, otherwise the Service Agreement will be terminated. Any reconnection of a terminated account will require a reconnection fee.
14. If, in Bower Web Solutions Inc.'s sole discretion, the nature and severity of any abuses is severe enough, Bower Web Solutions Inc. may terminate the Service Agreement immediately without written notification.
15. Customer shall pay the monthly Maintenance Fee, and any charge for additional services under the terms of this Service Agreement, within thirty (30) days of invoice. Invoice may be sent by email or by letter. Customer may not withhold or "setoff" any amounts due hereunder. Bower Web Solutions Inc. retains the right to withhold service without prejudice until all amounts determined delinquent are paid in full. Any late payment shall be subject to any costs of collection (including but not limited to legal fees).
16. Accounts which are delinquent by more than 45 days will be placed on "administrative hold" and may not be used. An account which is delinquent for 60 days will have their files archived. Any account that is delinquent for 90 days will have all files purged from all Bower Web Solutions Inc. servers. Customer's account will continue to accrue charges while on "administrative hold."
17. Any Customer whose services are terminated or suspended will be asked to pay a reconnection fee to restart the account.
18. There will be a \$25.00 service charge for each returned check.
19. Legal notices sent to either party shall be effective when delivered by mail, transmitted by telecopier ("fax") machine, one (1) day after being sent by overnight mail or "fax", or two (2) days after being sent by first class mail postage prepaid.
20. Bower Web Solutions Inc. acknowledges and agrees that in the course of dealings with Customer, it may acquire information about Customer, its business activities and operations, its technical information and trade secrets, of a highly confidential and proprietary nature. Bower Web Solutions Inc. agrees that title to all such information and related materials shall remain with the Customer. All applicable copyrights, trade secrets, patents and other intellectual and property rights in such information and related material are and remain in the property of the Customer. All other aspects of the information and related material, including without limitation, technologies, procedures, programs, methods of processing, all source code, conversions, databases, templates, specific design and structure of individual programs and their interaction and unique programming techniques employed therein as well as screen formats shall remain the sole and exclusive property of the Customer and shall not in any way be sold, revealed, disclosed or otherwise communicated, directly or indirectly, by Bower Web Solutions Inc. to any person, company or institution whatsoever other than for the purposes set forth herein. It is expressly understood that no title to or Ownership of such information or any part thereof is hereby transferred to Bower Web Solutions Inc.
21. Any customer lists and/or other information concerning the Customer's clients are the sole and exclusive property of the Customer. Bower Web Solutions Inc. shall not for any reason whatsoever, directly or indirectly, solicit the trade business of any of the clients or prospective clients of the Customer with respect to any of the services, products, trade secrets or other matters of the Customer. In addition to maintaining confidentiality of all matters as imposed herein above, Bower Web Solutions Inc. agrees to keep in the strictest of confidence any information acquired by Bower Web Solutions Inc. during the course of its dealings with the Customer about any of the Customer's clients, including but not limited to contents of related databases, credit and credit card information.
22. Nothing contained herein shall be construed to place the parties (Customer and Bower Web Solutions Inc.) in a relationship of partners, agents or joint ventures. Neither party shall represent itself as the agent or legal representative of the other party for any purpose whatsoever and shall have no power to obligate or bind the other party in any manner whatsoever.
23. If any clause herein shall be found to contravene any law or ordinance in whole or in part, it shall be severed from the Agreement. The balance of the Agreement shall continue in full force and effect.
24. **Network Security:** Customers may not use the Bower Web Solutions Inc Network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the Customer, logging into a Server or Account the Customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's Security Policy. Customers may not attempt to interfere or deny service to any User, Host or Network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a Host or Network. Bower Web Solutions Inc will cooperate fully with investigations of violations of Systems or Network Security at other sites, including cooperating with Law Enforcement Authorities in the investigation of suspected criminal violations. Users who violate System or Network Security may incur Criminal or Civil Liability.
25. **CGI Scripts:** Each Bower Web Solutions Inc Account comes fully equipped with its own pre-configured CGI-Bin. Customers are free to use any CGI-Scripts provided with their account or add any additional ones they require. Any CGI-Scripts deemed to be adversely affecting the Server performance or the Network integrity may be shut down without prior notice. CGI-Script sharing with Domains not hosted by Bower Web Solutions Inc is not allowed.

26. **Chat Rooms:** Bower Web Solutions Inc prohibits its Customers from installing outside chat rooms on their Domain, as these tend to be a resource problem. Bower Web Solutions Inc does provide its Customers a choice of Java Chat rooms to choose from for a nominal monthly charge. These chat rooms were designed to meet the growing needs of Customers and function without hindering the performance of the Servers for others.
27. **Server Resources:** Any Web Site 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 upgrading their service level or reducing the resource used to an acceptable level.
28. **Background Running Programs:** Background Daemons in general are prohibited. Bower Web Solutions Inc will consider requests on a Per Application Basis. If allowed, extra charges will be assessed based on resource requirements for system maintenance.
29. **IRC:** Bower Web Solutions Inc currently prohibits its Customers from operating IRC or IRC Bots on any of the Servers in the Bower Web Solutions Inc Network.
30. **Commercial Advertising/ Mass Mailings:** You must not use the Bower Web Solutions Inc Network, Bower Web Solutions Inc Equipment or any Bower Web Solutions Inc eMail Address in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages. Your Domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of the Bower Web Solutions Inc Network, Bower Web Solutions Inc Equipment or any Bower Web Solutions Inc eMail Address. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's email address accessible to the public will not constitute a request or invitation to receive messages. If you are found to have spammed, without warning, Bower Web Solutions Inc reserves the right to disable your Domain. In addition, Bower Web Solutions Inc may impose a \$100 penalty for each spam policy violation. Bower Web Solutions Inc solely reserves the right to refuse or cancel service to known spammers. Lastly, Bower Web Solutions Inc reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.
31. **Refusal of Service:** Bower Web Solutions Inc. reserves the right at its sole discretion to refuse or cancel service. Violation of any of Bower Web Solutions Inc.'s Rules and Regulations could result in a Warning, Suspension, or possible Account Termination. Accounts terminated due to policy violations will not be refunded.
32. **Service Cancellation:** Customer retains the right to cancel use of Bower Web Solutions Inc.'s Service within fifteen (15) days. After this 15 day period, all web hosting fees are non-refundable. To authenticate a cancellation request, you must fill out the [On-line Cancellation Form](#) located on the Bower Web Solutions Inc Web Site. If submitting this form online is not possible, you may mail the cancellation notice to Bower Web Solutions Inc. 1 Cheshire Lane, Ringwood, NJ 07456. You must include your Account eMail Address, Account Name, Account Password, reason for cancellation, and the Domain on which you want to cancel the hosting. We cannot accept cancellation requests over the phone for security reasons.
33. **Disclaimer:** Bower Web Solutions Inc. will not be responsible for any damages your business may suffer. Bower Web Solutions Inc. makes no warranties of any kind, expressed or implied for services we provide. Bower Web Solutions Inc. disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Bower Web Solutions Inc. and its employees. Bower Web Solutions Inc. reserves the right to amend or update these policies without notice. Failure to follow any terms and conditions may result in account deactivation. Bower Web Solutions Inc furthermore expects that its Customers who provide Internet services to others will fully comply with all applicable laws concerning the Privacy of On-line Communications. A Customer's failure to comply with those laws will violate this policy. Finally, Bower Web Solutions Inc wishes to emphasize that in accepting services, Customers indemnify Bower Web Solutions Inc for the violation of any law or Bower Web Solutions Inc policy, that results in loss to Bower Web Solutions Inc or the bringing of any claim against Bower Web Solutions Inc. This means that if Bower Web Solutions Inc is sued because of activities of the Customer that violate any law, or this policy, the Customer will pay any damages awarded against Bower Web Solutions Inc, plus costs and reasonable attorneys' fees.
34. **Privacy Policy:** Bower Web Solutions Inc insures that all personal information being voluntarily submitted to us in the processing of your order (to be used for record and billing purposes, etc.), inclusive, but not limited to, credit card and other personal information, will be kept strictly confidential and used "solely" by Bower Web Solutions Inc, its authorized representatives and employees; for the strict purpose for which it was intended, and for the benefit of the Subscriber. We agree not to share, rent, sell or release this information to any individual, entity or third party, for any reason, without the specific written consent of the Subscriber; with exception as required by Law, Regulation or Governmental Authority.
35. Each party (Customer and Bower Web Solutions Inc.) to this agreement represents that it has all necessary rights and authority to enter into the terms of the Agreement and is in compliance with all federal, state and local laws governing this transaction.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have entered into agreement to be executed by their duly authorized representatives.

By: Bower Web Solutions Inc.

Name: Daniel A. Bower

Title: President

Customer:

Name:

Title:

Signature:

Date:

Web Site URL: