

WHEREAS, THE USER wishes to have THE PROVIDER host and/or maintain a website(s) for THE USER, and THE PROVIDER has the expertise and resources available to host and/or maintain a website for THE USER;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable consideration, the receipt and adequacy of which are hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term and Compensation:

- a) The parties agree to a yearly contract, beginning after THE PROVIDER's receipt of payment of the initial setup fee of \$349.00. Additional hosting and registration fees shall occur at a rate of \$99.00/year, to be billed annually beginning in YEAR TWO of this agreement, which shall commence on the anniversary of the original site purchase. Pricing is subject to change at the discretion of THE PROVIDER, by way of written or email communication to its customers not less than Thirty (30) days prior to renewal or billing date(s).
- b) This Agreement will automatically renew for successive yearly periods unless canceled in writing Thirty (30) days prior to the termination of this agreement. THE USER will receive a yearly invoice for any charges, and will be notified of renewal Thirty (30) days in advance of the renewal date.

2. Disclaimer of Warranty:

- a) THE PROVIDER'S SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. DUE TO THE PROVIDER'S RELATIONSHIP WITH ON LINE NETWORKS, THE PROVIDER GIVES NO WARRANTY, EXPRESSED OR IMPLIED, FOR THE WEB HOSTING SERVICES PROVIDED, INCLUDING WITHOUT LIMITATION, WARRANTY OF THE MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY EXPRESSLY DISCLAIMS ANY RIGHT TO REIMBURSEMENT FOR DIRECT OR CONSEQUENTIAL LOSSES, INCLUDING BUT NOT LIMITED TO LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE, BEYOND THE FEES PAID BY THE USER TO THE PROVIDER FOR SERVICES.
- b) THE USER expressly agrees that use of THE PROVIDER's service is at THE USER's sole risk. THE PROVIDER, its employees, affiliates, agents, merchants, licensors or the like, indicate THE PROVIDER's web hosting service may be interrupted and is not likely to be error free. THE PROVIDER makes no warranty as to the results that may be obtained from the use of the web hosting service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the web hosting service, unless otherwise expressly stated in this Agreement.
- c) Under no circumstances, including negligence, shall THE PROVIDER, its offices, agents or anyone else involved in creating, producing or distributing THE PROVIDER's web hosting service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the THE PROVIDER web hosting services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to THE PROVIDER's records, programs or services. THE PROVIDER will always provide data backups for restoration. THE USER hereby acknowledges that this paragraph shall apply to all content on THE PROVIDER's web hosting services.
- d) Connection speed represents the speed of a connection to the site and does not represent guarantees of available end-to-end bandwidth.
- e) THE PROVIDER disclaims liability for any damages arising from THE USER's use of THE PROVIDER's server(s). THE PROVIDER disclaims liability for THE USER's data, files, or directories residing on THE PROVIDER's equipment or its web hosting THE PROVIDER's equipment. THE PROVIDER is solely responsible for maintaining data, file, and directory structure back-ups.
- f) Notwithstanding the above, THE USER's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which THE USER paid during the term of this Agreement.

3. Trademarks and Copyrights:

THE USER HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION THROUGH THE USER'S ACCOUNT(S) WILL NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING LIBELOUS OR HARMFUL. THE USER WILL HOLD THE PROVIDER HARMLESS AND IDEMNIFY THE PROVIDER FROM ANY DAMAGES, FINES, OR COSTS, INCLUDING ATTORNEY FEES, WHICH MAY ARISE FROM ANY SUCH VIOLATION OR INFRINGEMENT.

4. Capacity:

THE USER certifies that it has full right and authority to enter into this agreement to bind THE USER hereto.

5. Internet Etiquette:

- a) Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. THE PROVIDER is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network THE PROVIDER or its customers may utilize.
- b) Use of distribution list via unsolicited electronic mail or other electronic mailings is strictly prohibited. THE PROVIDER reserves the right to deactivate THE USER's web hosting account(s) upon an indication of such activity. THE USER hereby agrees to indemnify and hold harmless THE PROVIDER from any claim resulting from THE USER's or another party's use of electronic mail service(s) on THE USER's web hosting account(s).

6. Termination:

This Agreement may be terminated by either party. Outstanding invoices are not affected by termination. THE PROVIDER may terminate service under this Agreement at any time, without penalty, if THE USER fails to comply with the terms of this Agreement.

7. Indemnification:

- a) THE USER HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON THE PROVIDER THROUGH THE USER'S ACCOUNT(S) WILL NOT CONTAIN ANYTHING LEADING TO AN ABUSIVE OR UNETHICAL USE OF THE WEB HOSTING PRODUCT(S) OR THE HOST SERVER(S). ABUSIVE AND UNETHICAL MATERIALS AND USES INCLUDES, BUT IS NOT LIMITED TO, PORNOGRAPHY, OBSCENITY, NUDITY, VIOLATIONS OF PRIVACY, COMPUTER VIRUSES, ANY HARASSING AND HARMFUL MATERIAL OR USES, ANY ILLEGAL ACTIVITY, OR MATERIAL ADVOCATING ILLEGAL ACTIVITY, AND ANY INFRINGEMENT OF PRIVACY OR LIBEL.
- b) THE USER agrees that it shall defend, indemnify, save and hold harmless THE PROVIDER from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against THE PROVIDER, agents, its servants, officers and employees, that may arise or result from publication or use of THE USER's materials, any service provided or performed or agreed to be performed or any product sold by THE USER, its agents, employees or assigns. THE USER agrees to defend, indemnify and hold harmless THE PROVIDER against Liabilities arising out of (i) any injury to person or property caused by any products or services sold or otherwise distributed in connection with THE PROVIDER's web hosting service; (ii) any material supplied by THE USER infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which THE USER sold on the web site.

8. Contract Revisions:

Revisions to this Contract will be considered agreed to by THE USER on renewal of THE PROVIDER's web hosting services.

9. Notices:

All notices shall be given to the parties at their respective address set forth above, by certified mail, return receipt requested or by email. The address of each party may be changed by a like notice.

10. Amendments and Merger:

All amendments to this Agreement must be written. This Agreement incorporates the entire understanding of the parties, and supercedes any previous agreements or understandings between them.

11. Benefit:

This Agreement shall be binding upon and inure to the benefit of the respective parties, their successors, legal representatives, heirs and assigns.

12. Entire Understanding:

a) This Agreement contained in this Contract, together with the Acceptable Use Policy and domain registration agreement (see www.worldeyeweb.com) constitutes the sole agreement between THE PROVIDER and THE USER regarding its web hosting service. It is construed in accordance with the laws of the State of New Jersey. Any litigation or lawsuits incidental to this Agreement shall be filed and be determined in New Jersey unless otherwise agreed to in writing by THE PROVIDER.

b) THE USER will use the web hosting services in a manner consistent with any and all applicable laws of the State of New Jersey, any other applicable Federal laws.

13. Acceptance:

Use of the Services provided by World Eye Web, a division of Nightship Network shall imply explicit and tacit acceptance of these and all Terms of Service published on the website of World Eye Web. Continued use after all or part of these Terms of Service shall imply continued acceptance and agreement on the part of THE USER to be bound by and subject to these terms.