



Followbright Website & Email Hosting Agreement Terms & Conditions

Hello, and thanks for choosing Followbright Hosting! We're very selective with whom we work with, and serve only a small number of smart business owners like yourself.

So... welcome! We're excited, and now consider you part of our small family. If you ever need anything, just say the word and consider it done.

Website & Email Hosting Agreement Terms & Conditions, 5 Main Points You Must Know:

1. **Your email account may not be used to send out mass emails** to large numbers of recipients. That's considered spamming and may result in your email account being disabled. If you wish to send out large numbers of emails, please use a service built to do so, such as Mailchimp.com or ConstantContact.com.
2. You may store up to **3GB of storage on your web server** and a maximum of **1GB in each email account**.
3. You receive up to **4 hours of email set-up and account configuration support each year**. If you require more assistance from us it will be billed hourly. However, if you require more than 3 hours of email set-up and configuration per year, we highly recommend you work directly with an IT company consultant to take care of your specific needs.
4. We (along with all other hosts in the world) **cannot promise 100% forever uptime**. Though most clients have never experienced problems, *the possibility exists* that you may at some point experience some form of glitch in the service.
5. With our standard plan, we cannot guarantee a back up of all your website files on our servers. Please make sure **you or your web designer keeps a backup copy of your website files at all times**, or installs a back up service or plugin for your website. If you're interested in an automated, continual backup service, please speak with us and we can discuss a small additional monthly investment to take care of this for you.

1-PARTIES

Web Hosting Services are provided by Followbright to Client conditional on the terms and conditions set forth below (the "Website & Email Hosting Agreement Terms and Conditions").

By using these services, you agree on your own behalf, and on behalf of any entity on whose behalf you may act, to accept and abide by these Web Hosting Agreement Terms and Conditions.

If you do not accept and abide by these terms, you should not use these services.

Followbright has the right, in its sole discretion, to add to, remove, modify or otherwise change any part of the Web Hosting Agreement Terms and Conditions, in whole or in part, at any time.

2-USAGE POLICY

We reserve the right to suspend or cancel a Client's access to any or all services provided if we determine the account has been inappropriately used. You may not use Rackspace's network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior. Activities not allowed on our servers and restrictions related to acceptable usage are located at <http://rackspace.com/information/legal/aup>

3-SERVER ABUSE

Any attempt to undermine or cause harm to a server or other Client of ours is strictly prohibited.

4-UNAUTHORIZED USE OF OTHER PEOPLE'S ACCOUNTS OR COMPUTERS

We will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc. Any unauthorized use of accounts or computers by a Client, whether or not the attacked account or computer belongs to us, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

5-COMMERCIAL ADVERTISEMENTS WITH E-MAIL

Unsolicited commercial advertisements are not allowed in e-mail, and will likely result in account suspension or cancellation. Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such. Sending a message, especially an advertisement, to more than 25 recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic.

6-BACKGROUND RUNNING PROGRAMS

Client agrees not to run any kind of 'server applications'. Every program/script that opens a port on the shared hosting server is considered a 'server application'. These include but are not limited to IRC servers, IRC proxies, and IRC bots. Client agrees that the services are subject to immediate termination without compensation for non-compliance with the policies. Further, Client will be responsible for the full amount of any tangible and intangible damages this may cause.

7-PAYMENT POLICIES

All accounts will be billed annually for the same hosting period unless explicitly cancelled by the Client. Setup fees may be charged for all new accounts and major account changes. All pricing is guaranteed for the term of payment. We reserve the right to change prices at any time. Any account not paid in full prior to its annual renewal date is subject to a \$20 late fee. Failure to pay the balance including late fee may result in immediate suspension and ultimately cancellation/closure. A service fee to remove the account from suspension will apply.

9-EXCEEDING DISK STORAGE

If your account exceeds 3GB of disk storage at any point in time, we will notify you via email. You will have 7 days to reduce your disk storage below 3GB. If disk storage is not reduced within 14 days of notification, an extra data cost of \$10/month will be billed to your account for the remainder of your hosting term. If the new disk storage invoice is not paid within 14 days, your hosting account will be suspended until payment has been made in full.

10-TERMINATION AND CANCELLATION

Followbright reserves the right to terminate service at any time. Refunds are only given for 6 month time periods. Thus, if a Client has used 4 months of an annual hosting plan and wishes to cancel, 6 months' worth of hosting will be refunded. If a client has used 10 months of an annual hosting plan and wishes to cancel, no amount will be refunded. Any violation of policies which results in extra costs will be billed to the Client (i.e. transfer overages, additional disk space, additional pop accounts, etc.) or deducted from any refunded amount.

All account cancellations must be sent to Followbright in writing via Client's registered email address of the account holder or faxed with a valid signature of the primary contact of the account, account name, and reason for cancellation.

Due to security concerns, Clients cancellation requests are always verified and confirmed by Followbright via email to the registered email address of the account holder. We are not responsible for any cancellation request that we do not receive. If Client does not receive a confirmation/acknowledgment email for their cancellation request, this indicates Followbright did not receive it.

11-LAWFUL PURPOSE

Followbright reserves the right to refuse service to anyone. Clients may only use our servers for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets.

We expressly forbid anyone from using servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable, including, but not limited to, pornography, satanic materials, and any and all materials of an adult nature. The designation of any materials as such described above is left entirely to the discretion of our management.

12-GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Colorado and the laws of the USA applicable in that state and will be treated, in all respects, as a Colorado contract.

13-LIMITATION OF LIABILITY

Client agrees that Followbright will not be liable for any (a) Suspension or loss of the services, except to the limited extent that a remedy is provided under this agreement; (b) Interruption of business; (c) Access delays or access interruptions to the web site(s) provided through or by the services; (d) Loss or liability resulting from acts of god; (e) Data non-delivery, mis-delivery, corruption, destruction or other modification; (f) Events beyond the control of Followbright; (g) The processing of Clients application for the services; or (h) Loss or liability resulting from the unauthorized use or misuse of Clients account identifier or password.

Client further agrees that Followbright will not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, regardless of whether or not Followbright has been advised of the possibility of such damages. In no event shall the maximum aggregate liability of Followbright exceed the total amount paid by Client for the services for a one-month period, but in no event greater than one hundred dollars (\$100.00). Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, the liability of Followbright shall be limited to the maximum extent permitted by law.

14-NON GUARANTEES

Followbright does not promise that the Services will be 100% uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Customer Data, Confidential Information and property.

Followbright disclaims any and all warranties not expressly stated in the Agreement including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. You are solely responsible for the suitability of the services chosen, including the suitability as it relates to your Customer Data. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an AS IS basis.

Followbright does not promise to back up your data unless you have purchased backup services.

15-CLIENT RESPONSIBILITIES

Client must use reasonable security precautions in connection with use of the Services. Client must comply with the laws applicable to use of the Services and with the Acceptable Use Policy.

In addition to the foregoing obligations, Client acknowledges sole responsibility for taking steps to maintain appropriate security, protection and backup of Client Data. Client is solely responsible for determining the suitability of the Services in light of the type of Customer Data used with the Services.

16-EMAIL SETUP AND EMAIL CLIENT SUPPORT

If Client requests more than three hours of email client account setup/configuration support in the course of one year, time beyond said three hours will be billed hourly at the IT Consultant rate of \$150/hour. Client will be notified prior to hourly billing beginning and may choose how to move forward.

17-INDEMNIFICATION

Client agrees to release, indemnify, and hold Followbright, their contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees and court costs, for third party claims relating Client's use of the services or arising under this agreement, including without limitation, infringement by Client or someone else using Client's computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any term or condition of this agreement. When Followbright may be involved in a suit involving a third party and which is related to the services under this agreement, Followbright may seek written assurances from Client in which Client promises to indemnify Followbright harmless from the costs and liabilities described in this paragraph. Such written assurances may include the posting of performance bonds or other guarantees. A Client's failure to provide such assurances may be considered a breach of this agreement by Client.

Client agrees that the Followbright shall not be liable for the actions, inactions, negligence, or intentional misconduct of Client. Client agrees that it shall defend, indemnify, save and hold Followbright harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against us, our agents, our clients, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, your agents, employees or assigns. Client agrees to defend, indemnify and hold Followbright harmless against liabilities arising out of: (1) Any injury to person or property caused by any products sold or otherwise distributed in connection with our servers; (2) Any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (3) Copyright infringement and (4) Any defective products sold by Client from our servers.

18-DISCLAIMER OF WARRANTIES

Followbright does not make any representations nor warranties of any kind whatsoever, express or implied, in connection with this agreement or the services, including but not limited to warranties of merchantability or fitness for a particular purpose, unless such representations and warranties are not legally excludable. Client understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the service is done at Clients own discretion and risk and that Client will be solely responsible for any damage to Clients computer system or loss of data that results from the download of such material and/or data. No advice or information, whether oral or written, obtained by Client from Followbright shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to Client.

The Terms Within This Document Are Fully Agreed and Accepted By:

Name: _____ Date: _____

Title: _____ Company: _____

Signature: _____

Website Address: _____

Please fax signed document, in full, to Followbright at (309) 416-9984 or email to info@Followbright.com.