



Special Hosting Service Agreement for Chamber of Commerce and other participating organization Members Only

Pricing:

- ANNUAL PLAN: \$24.95 per year for FTP access to host a standard website created by member when Chamber provides domain name as part of its membership. Sites like JOOMLA that require database support are \$39.95 per year.
 - Choose this plan: ____
- ANNUAL PLAN: \$69.95 per year includes a QuickWebOnline.Com website development tool, unlimited support, hosting and matching email account when the member organization provides domain name as part of its membership. Otherwise if no membership organizations add \$12.95 for domain name hosting.
 - Choose this plan: ____

SIGN UP FOR SERVICE:

Business Name: _____ Website Address: _____

Name: _____ Title: _____

Address: _____ City: _____ St: ____ Zip: _____

Phone: _____ Email: _____

Date Service is to Begin: _____ Annual Fee: _____

Please FAX this agreement to: 800-662-0716 or email to sales@ectownusa.com and we will send you an invoice for the first term of service. If you have any questions please call 530-283-5553 and we will be happy to assist you.

TODAYS DATE: _____

The following agreement is between EcTownUSA, LLC. ("ECTOWNUSA") of 231 W. Main Street (P.O. Box 3466), Quincy, CA 95971-3466 and You ("Client")

WHEREAS, ECTOWNUSA is an Internet Service Provider offering storage and other information over the Internet;

WHEREAS, Client seeks to use these servers for its own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, ECTOWNUSA can make no guarantee that any given party shall be able to access the server made available by ECTOWNUSA at any given time. ECTOWNUSA represents that it shall make every good faith effort to ensure that the server is available as widely as possible and with as little service interruption as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows;

I. Financial Arrangements:

1. Length of service

Client agrees to a twelve (12) month contractual term of service ("Term"). The length of contract required is based on the type of service desired by the Client and shall be determined solely by ECTOWNUSA.

2. Service start date

The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon ECTOWNUSA's receipt of payment for such first Term of service or upon a mutually agreed upon other date.

3. Renewal by client

This agreement will automatically renew for successive twelve (12) month Terms unless canceled in writing by Client at least 30 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to your account.

4. Failure to pay

a. In the case of a web site hosted on a ECTOWNUSA hosting server, failure of Client to remit payment to ECTOWNUSA by the invoice due date is cause for removal of the Client's web site files from the ECTOWNUSA hosting server. Client agrees that ECTOWNUSA shall not be held liable for such removal or disconnection.

b. In the case of a customer's collocated server, failure of a Client to remit payment to ECTOWNUSA by the invoice due date is cause for the server to be disconnected from the ECTOWNUSA network and unplugged without further notification by ECTOWNUSA. Client agrees that ECTOWNUSA shall not be held liable for such removal or disconnection. Disconnected customer owned equipment shall be returned to the customer only upon full payment of outstanding invoices, less any credits due based on our Refund Policy, below. ECTOWNUSA shall not be held responsible for such equipment when held in such disconnected/unplugged fashion for over sixty days, after which the equipment will be deemed to be abandoned by the customer.

5. Refund policy

a. As detailed above, cancellation by Client must be in writing with 30 days notice.

b. Setup charges (if any) are not refundable under any circumstances.

c. The first Term of service is not refundable under any circumstances.

d. Refunds of renewal fees paid to ECTOWNUSA shall only be made for fully unused calendar months of service that the Client desires to cancel.

2 of 5 – Questions please call 1-888-EzWay4U or (530) 283-5553 – Online www.FreeMembersSupport.com

ver.5272009

e. Client shall not be entitled to any refund of any monies under any circumstances should this agreement be terminated due to a violation of the ECTOWNUSA Policies and Terms of Service Agreement located at <http://ECTOWNUSA.com/legal/tos.html>.

II. Taxes:

ECTOWNUSA shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client or ECTOWNUSA's server. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

III. Material and Products:

ECTOWNUSA will exercise no control whatsoever over the content of the information passing through the network except for what is noted in section IX of this agreement, relating to Lawful Purpose, and with respect to the ECTOWNUSA Policies and Terms of Service Agreement.

ECTOWNUSA makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. ECTOWNUSA also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of ECTOWNUSA is at the Client's own risk, and ECTOWNUSA specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. ECTOWNUSA does not represent guarantees of speed or availability of end-to-end connections. ECTOWNUSA expressly limits its damages to the Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. ECTOWNUSA specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

IV. Trademarks & Copyrights:

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

V. Age:

Client certifies that he or she is of full legal age to enter into this agreement.

VI. Policies

Client agrees to all terms in the ECTOWNUSA Policies and Terms Of Service.

ECTOWNUSA network resources used by Client may not be used to impersonate another person or misrepresent authorization to act on behalf of others or ECTOWNUSA. All messages transmitted by Client should correctly identify the sender. Users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

VII. Termination:

1. This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Written notice may be by postal, email or fax transmission. ECTOWNUSA reserves the right to verify all cancellations before terminating service. Notwithstanding the above, ECTOWNUSA may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with any of the terms of this Agreement.

2. Termination for any violation of the ECTOWNUSA Policies and Terms of Service Agreement shall be immediate. ECTOWNUSA may, at its option, cancel or suspend service immediately should it believe Client has violated or is about to violate the ECTOWNUSA Terms of Service agreement located at <http://ECTOWNUSA.com/legal/tos.html> or should the Client fail to remit payment to ECTOWNUSA by the Client's invoice due date.

3. Client may be liable for certain fees relating to termination when such termination is due to Unsolicited Commercial E-Mail. Such fees are outlined in the ECTOWNUSA Policies and Terms of Service Agreement.

4. Notice of cancellation

Written notice of cancellation may be by postal mail, email (support@freememberssupport.com) or fax transmission.

VIII. Limited Liability:

1. Client expressly agrees that use of the Server offered by ECTOWNUSA is at Client's sole risk. Neither ECTOWNUSA, its employees, affiliates, agents, merchants licensors or the like, warrant that the Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the ECTOWNUSA Server service agreement.

2. Under no circumstances, including negligence, shall ECTOWNUSA, its offices, agents or anyone else involved in creating, producing or distributing ECTOWNUSA's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the ECTOWNUSA Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to ECTOWNUSA's records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on ECTOWNUSA's Server service.

3. Notwithstanding the above, Client'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 Client paid during the term of this Agreement.

IX. Lawful Purpose:

Client may only use ECTOWNUSA's Server service for lawful purposes. 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, or material protected by trade secrets.

X. Indemnification:

Client agrees that it shall defend, indemnify, save and hold ECTOWNUSA harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees asserted against ECTOWNUSA, its agents, its customers, servants, 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, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless ECTOWNUSA against Liabilities arising out of any of the following:

- i. any injury to person or property caused by any products sold or otherwise distributed in connection with ECTOWNUSA's Server service;
- ii. any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party;
- iii. copyright infringement; and
- iv. any defective product which Client sold on the Server offered by ECTOWNUSA.

XI. Domain Name Ownership, Disputes, and Use

Any domain name registered by ECTOWNUSA on behalf of Client is the property of said Client after the Client has paid ECTOWNUSA any registration fees that ECTOWNUSA has incurred on behalf of the client. ECTOWNUSA claims no ownership over Client domain names that the Client has paid to register. At its option, ECTOWNUSA will either arrange for any billing for names registered by ECTOWNUSA on behalf of Client to be sent directly by the registrar or agent thereof to the Client or ECTOWNUSA will directly bill the client for these registration fees plus applicable expenses, and/or service charges, if any.

Client agrees that ECTOWNUSA may be presented with information that Client's domain name possibly violates the trademark rights or other intellectual property rights of a trademark or other intellectual property rights owner. In case of such action, Client agrees to the following:

- i. Client agrees to hold ECTOWNUSA harmless of any action taken by such owner regardless of the outcome of such dispute and regardless of whether Domain Name Service hosting for Client's domain is hosted at or continued to be hosted at ECTOWNUSA.
- ii. Client agrees that ECTOWNUSA has the right to discontinue name service in the event of such dispute over a Client's domain name.
- iii. Client agrees that should ECTOWNUSA discontinue name service for Client's domain upon notification of such dispute that that ECTOWNUSA will not be liable for any loss of business, interruption of business, loss of Client's domain name, or 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, even if ECTOWNUSA has been advised of the possibility of such damages.
- iv. In no event shall ECTOWNUSA's maximum liability exceed one hundred (\$100.00) dollars.

Client agrees that a ECTOWNUSA contact person shall be named as the "technical or zone contact" for any domains hosted at ECTOWNUSA. Client agrees that ECTOWNUSA may create and use network resources with the Client's domain name for administrative, testing, and network infrastructure enhancement purposes.

XII. Contract Revisions:

Revisions to this Contract will be considered agreed to by the Client on renewal of ECTOWNUSA Services as specified in Section I. Financial Arrangements.

This Agreement and ECTOWNUSA Policies and Terms of Service Agreement constitute the entire understanding of the parties. Any changes or modifications to this Contract are agreed to by the parties upon renewal of services.

This Agreement shall be governed and construed in accordance with the laws of the State of California.

Signature: _____

Please FAX this agreement to: 800-662-0716 and then we will send you an invoice for the first term of service. If you have any questions please call 530-283-5553 and we will be happy to assist you.