



**Web Hosting
Email Services - Hosted Exchange 2011
Remote Data Backup**

Terms & Conditions

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SECONDRING Computer Services (SECONDRING, LLC.) Service Agreement

1. Entire Agreement

This Agreement, including all appendices, constitutes the complete and final agreement, which specifies the terms and conditions, between the Parties, and supersedes all prior negotiations and agreements between the Parties concerning its subject matter. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one original Agreement.

- a) By accepting service from SECONDRING you are acknowledging that you have read and understand these terms and conditions and agree to all these terms below. YOU AGREE TO THESE REPAIR TERMS AND ALL APPLICABLE SERVICE AND DIAGNOSTIC FEES.
- b) You have requested service from SECONDRING Computer Services (SECONDRING, LLC.), hereafter referred to as "SECONDRING". SECONDRING will diagnose and service your computer for an applicable fee as described in Paragraph "C" below.
- c) Services and Diagnostic Fee. SECONDRING will attempt to determine, diagnose and repair your computer via telephone for an applicable fee. Sometimes a successful repair is not possible due to problems with your computer or its configuration. In these situations we may be unable to complete the necessary services or resolve the problem to complete the repair of your computer and/or digital technology. In these cases SECONDRING is not liable for incomplete repairs and applicable services and diagnostic fees will remain due to SECONDRING.

2. Services

For this agreement, the Company's services refer to one or more of the following:

- Hosting the Client's web-site.
- Hosting the clients email (Standard and "Hosted Exchange 2010")
- Providing remotely hosted data backup solution in accordance with agreed features and storage.

Above services will reside on a server or service such that it may be accessed through the Internet, including the provision of equipment, facilities, hardware and software to facilitate the installation, operation and maintenance of the Company's server or services.

3. Consideration

In exchange for services provided as described herein, the Client agrees to pay a one-time non-refundable set up fee (if applicable) and a the agreed upon monthly, quarterly or annual service fee and any late fees or adjustments that arise.

4. Billing and Payment Terms

The Client agrees to pay for the service as indicated below. Prior to the expiration of the current month, the Company will generate reminder notices for the next month. If for some reason your payment is not received within 10 days of the due date, your account will be charged a \$10.00 late fee.

If your account remains unpaid after 30 days, your service will be suspended and you will need to pay your account in full plus a \$25.00 re-activation fee to restore services. All fees can be paid through your CONTROL PANEL Login or by contacting Company directly. If you are setup on recurring automatic billing you will be faxed or emailed an invoice.

5. Term

The term of this Agreement shall be for a period of 30/90/180 or 365 day from the date of execution. This agreement will automatically renew for successive of 30/90/180 or 365 day day terms, unless written notice of termination is received by the Company at least 30 days prior to the end of the current term, or unless terminated pursuant to Section 7 hereof.

Free trials are given at the sole discretion of the Company and imply no obligation to purchase services once the trial is complete. All "Free Trial" accounts will terminate automatically the day following the trial duration. Any data stored or saved during the trial will not be available after the Trial Account is terminated.

6. Service Changes

The Company reserves the right to modify, alter, improve, delete or change any and all services covered by this Agreement, at any time, excepting that the Company will continue to provide web-site hosting, administration of the Client's web-site, email or online backup services.

7. Interruption of services

The Company will make an earnest effort to offer all of the services described herein at all times. The Client acknowledges however, that there are times when certain services will be unavailable for reasons such as maintenance, repair, upgrade, etc. The Client further acknowledges that these are circumstances which are beyond the Company's control, and the temporary loss of such services will not amount to a reduction in the fee charged for said services. Any interruption of service, which prohibits browsing of the Client's web-site for a period of three consecutive days or more, will result in a pro-rata rebate to the Client, for each day of downtime, which will be the Client's sole and exclusive remedy.

8. Termination

The initial term of this Agreement shall be as set forth in the Order Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to Customer. After the Initial Term, this Agreement shall automatically renew. **ADDITIONALLY AFTER THE INITIAL TERM, YOU ACKNOWLEDGE, AGREE AND AUTHORIZE COMPANY TO AUTOMATICALLY BILL AND/OR CHARGE ON YOUR CREDIT CARD FOR SUCCESSIVE TERMS OF EQUAL LENGTH AS THE INITIAL TERM, UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN THIS SECTION.** The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term."

- a. This Agreement may be terminated

- i. by either party by giving the other party thirty (30) days prior written notice (subject to an early cancellation fee payable by Customer as provided below),
 - ii. by *COMPANY* in the event of nonpayment by Customer,
 - iii. by *COMPANY*, at any time, without notice, if, in *COMPANY*'s sole and absolute discretion and/or judgment, Customer is in violation of any term or condition of the this Agreement and related agreements, AUP, or Customer's use of the Services disrupts or, in *COMPANY*'s sole and absolute discretion and/or judgment, could disrupt, *COMPANY*'s business operations and/or
- b. If you cancel this Agreement prior to the end of the Initial Term or any Term thereafter,
 - i. you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation,
 - ii. *COMPANY* shall refund to you all pre-paid fees for basic hosting services (shared, dedicated and/or managed) for the full months remaining after effectiveness of cancellation (i.e., no partial month fees shall be refunded), less any setup fees and any discount applied for prepayment,
 - iii. you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term (other than basic hosting fees as provided in (ii) above) and (iii) you shall pay an early cancellation fee of \$99.00. Any cancellation request shall be effective thirty (30) days after receipt by *COMPANY*, unless a later date is specified in such request.
- c. *COMPANY* may terminate this Agreement
 - i. if the Services are prohibited by applicable law, or become impractical or unfeasible for any technical, legal or regulatory reason, by giving Customer as much prior notice as reasonably practicable or
 - ii. immediately by giving written notice to Customer, if *COMPANY* determines in good faith that Customer's use of the Customer Web site or the Customer Content violates any term or condition. If *COMPANY* cancels this Agreement prior to the end of the Term for your breach of this Agreement and related agreements, the Customer's use of the Services disrupts, *COMPANY* shall not refund to you any fees paid in advance of such cancellation and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term and *COMPANY* shall have the right to charge you an administrative fee of \$50.00.
- d. Upon termination of this Agreement for any cause or reason whatsoever,

neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. Termination of this Agreement and retention of pre-paid fees and charges shall be in addition to, and not be in lieu of, any other legal or equitable rights or remedies to which *COMPANY* may be entitled.

9. Limitation on Liability

The Company will not be responsible for any damages or claims, including but not limited to:

- a. any violation of patent or trademark law by the Client, or any third party through the use of the Company's services or otherwise.
- b. lost commissions or other revenue.
- c. other claims, based on the results to be achieved under this Agreement, delays, non-deliveries, wrong deliveries, interruptions to the Client's services, unauthorized access, theft or destruction of the Client's data caused by the acts and omissions of the Client and its employees, of a customer of the Client, or of any other third party.
- d. claims arising out of any illegal activities of which the Client has engaged, including but not limited to: Unfair and deceptive business practices; Misrepresentation of services or products; Theft; and Inclusion of illegal material on the Client's web-site.
- e. Notwithstanding anything to the contrary in this Agreement or the Exhibits or Appendices hereto, in no event will either party be liable to the other party for special, indirect or consequential damages, under any theory of recovery.

Client agrees to defend, indemnify and hold the Company harmless from and against any and all claims, losses, liabilities and expenses (including attorneys' fees) related to or arising out of the services provided by the Company to Client under this Agreement, including without limitation claims made by third parties (including customers of the Client).

10. Prohibition of Publication of Certain Material

Client shall not knowingly or unknowingly submit to the Company for publication any of the following material (including pictures, links, or any other content):

- a. any material which violates or infringes any copyright, trademark, trade secret, patent, statutory, common law or other proprietary rights of others;
- b. any material that is libelous or slanderous;
- c. any material which is or contains anything obscene or pornographic;
- d. distribution lists to be used via unsolicited electronic mail or other mass electronic mailings.

Due to the public nature of the Internet, all material submitted by the Client for publication will be considered publicly accessible. The Company does not screen the material submitted by the Client for publication. The publication of such material submitted by Client to the Company does not create any express or implied approval by the Company of such material, nor does it indicate that such material complies with the terms of this Agreement.