

**Olympic Web Design, Inc.**  
Web Site Hosting Contract v1.1

**Olympic Web Design, Inc.**  
**Web Hosting Contract**  
*Terms and Conditions*

The following agreement is by and between Olympic Web Design, Inc. of 4888 NW Bethany Blvd., Suite K5-157, Portland, OR 97229 and all Clients using Olympic Web Design, Inc.'s hosting services.

WHEREAS, Olympic Web Design, Inc. is a web presence provider.

WHEREAS, Client seeks to utilize Olympic Web Design, Inc. to host a web site for his/her own purposes;

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

## **I. User Conduct:**

Olympic Web Design, Inc' services may only be used for lawful purposes. Any use of these services that violates any local, state, federal, or international laws that may apply to Olympic Web Design, Inc, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited.

While using the service, you may not:

- A. Restrict or inhibit any other user from using and enjoying the Internet;
- B. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- C. Post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;
- D. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material);

## **II. Indemnification:**

You agree to indemnify, defend, and hold harmless Olympic Web Design, Inc from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, Olympic Web Design, Inc, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Web site content.

## **III. Refusal or Discontinuance of Service**

Olympic Web Design, Inc reserves the right to refuse or discontinue service to anyone at Olympic Web Design, Inc' sole discretion. Olympic Web Design, Inc may deny you access to all or part of the service without notice if you engage in any conduct or activities that Olympic Web Design, Inc in its sole discretion believes violates any of the terms and conditions in this agreement. Olympic Web Design, Inc shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Olympic Web Design, Inc has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Olympic Web Design, Inc reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

## **IV. No Warranties**

Olympic Web Design, Inc makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Olympic Web Design, Inc or its agents or employees shall create a warranty. Olympic Web Design, Inc provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no

circumstances shall Olympic Web Design, Inc be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with Olympic Web Design, Inc service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on Olympic Web Design, Inc' servers that such information becomes available to all Internet users and that Olympic Web Design, Inc has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Olympic Web Design, Inc' servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Olympic Web Design, Inc or on the Internet generally.

#### **V. ECPA Notice**

Olympic Web Design, Inc reserves the right to monitor any and all communications through or with our facilities. You agree that Olympic Web Design, Inc is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

#### **VI. Identification Information**

You agree that you as the person legally responsible for use of this account, are at least 18 years of age. You agree to supply Olympic Web Design, Inc with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

#### **VII. No Interference with Operation of System**

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service you connect to.

You agree to adhere to system policies as published online by Olympic Web Design, Inc, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Olympic Web Design, Inc. You agree to abide by any and all future Olympic Web Design, Inc policy decisions.

#### **VIII. Security**

You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify Olympic Web Design, Inc immediately in writing by registered mail, return receipted, to Olympic Web Design, Inc., 4888 NW Bethany Blvd., Suite K5-157, Portland, OR 97229. You shall be held fully responsible for any misuse or compromise to your account for which Olympic Web Design, Inc is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, Olympic Web Design, Inc has the right to suspend access to the account pending an investigation and resolution. You also

agree that Olympic Web Design, Inc has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

#### **IX. Backup of Data**

Your use of the service is at your sole risk. Olympic Web Design, Inc is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Olympic Web Design, Inc servers.

#### **X. Transmittal of Materials**

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of Olympic Web Design, Inc or any other service with reference to services obtained through Olympic Web Design, Inc, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause your services to be terminated immediately and without warning and you will be held fully responsible for any damages to you, Olympic Web Design, Inc, or any other party or parties resulting from any such conduct.

#### **XI. Payment**

You agree to supply appropriate payment for the services received from Olympic Web Design, Inc, in advance of the time period during which such services are provided. You agree that all setup fees are non-refundable once setup is completed. You agree that until and unless you notify Olympic Web Design, Inc of your desire to cancel any or all services received, those services will be billed on a recurring basis. You agree that if you are paying by credit card, prepayments will be billed and charged automatically, and that Olympic Web Design, Inc may apply the amount due to the provided card at any time.

#### **XII. Prior Agreements**

This agreement supersedes any written, electronic, or oral communication you may have had with Olympic Web Design, Inc or any agent or representative thereof, and constitutes the complete and total web hosting agreement between the parties.

#### **XIII. Severability**

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

#### **XIV. Applicable Law, Jurisdiction, and Service**

This agreement shall be governed by the applicable laws of the State of Washington, USA ("Washington") and the United States of America. Customer agrees that all services provided by Olympic Web Design, Inc shall be deemed to have been requested and provided in Thurston County, Washington. Customer further agrees that Western Washington Better Business Bureau Dispute Resolution Service, shall have personal jurisdiction over Customer and exclusive subject matter jurisdiction over any and all controversies or claims arising from or relating to this agreement or the services provided by Olympic Web Design, Inc.

## **XV. Acknowledgement**

By placing and continuing to maintain or place information on Olympic Web Design, Inc' servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

---

This Agreement constitutes the entire understanding of the parties. Both parties upon renewal of services thereupon agree to any changes or modifications to this Contract.

This Agreement shall be governed and construed in accordance with the laws of the state of Washington and of the Internet.