

**Olympic Web Design, Inc.**  
Web Site Hosting Agreement v1.4a  
*Last Revised: Nov. 20, 2009*

# **Olympic Web Design, Inc.**

## **Web Hosting Agreement**

*Terms and Conditions*

The following agreement is by and between Olympic Web Design, Inc. of 12128 N. Division St. #138, Spokane, WA 99218 and you, your heirs, agents, successors and assigns (Client) 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, Client's local jurisdiction, or any jurisdiction that Client or Client's site may be subject to is strictly prohibited.

While using the service, Client 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:**

Client agrees to fully indemnify, defend, and hold harmless Olympic Web Design, Inc. and its affiliates, employees, consultants, contractors, officers, representatives and any other third party or parties from any and all losses, liability, penalties, damages, costs, expenses (including attorneys' fees), causes of action or claims caused by or resulting from, directly or indirectly, any use of the services by Client, in each case without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with Client's 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 Client access to all or part of the service without notice if Client engages 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. Client agrees 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 Client's use of or inability to use the service, or for third parties' use of the service to access Client's Web space, or to access the Internet or any part thereof, or Client's 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 Client is dissatisfied with Olympic Web Design, Inc service or any of its terms, conditions, rules, policies, guidelines, or practices, Client's sole and exclusive remedy is to discontinue using the service.

Client understands 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. Client assumes total responsibility and risk for Client's use of Olympic Web Design, Inc' servers and the Internet. It is solely Client's 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. Client agrees 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**

Client agrees that Client, as the person legally responsible for use of this account, is at least 18 years of age. Client agrees to supply Olympic Web Design, Inc with a current and truthful name, postal address and telephone number for our records, and Client has a continued obligation to keep this information current. Client also agrees that Client is an authorized user of any credit card that Client supplies 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**

Client agrees 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 Client is authorized for, and impairing the availability, reliability, or quality of service for other customers. Client further agrees not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. Client agrees to follow the Acceptable Use Policy of any network or service Client connects to.

Client agrees 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. Client agrees to abide by any and all future Olympic Web Design, Inc. policy decisions.

#### **VIII. Security**

Client agrees that the security of Client's account is solely Client's own responsibility. Client further agrees that if Client believes the security of Client's account has been compromised in any way, Client will notify Olympic Web Design, Inc immediately in writing by registered mail, return receipted, to Olympic Web Design, Inc., 12128 N. Division St. #138, Spokane, WA 99218. Client shall be held fully responsible for any misuse or compromise to Client's account for which Olympic Web Design, Inc. is not properly notified. Client agrees that if any security violations are believed to have occurred in association with Client's account, Olympic Web Design, Inc has the right to suspend access to the account pending an

investigation and resolution. Client also agrees 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 Client. 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**

Client use of the service is at Client's sole risk. Olympic Web Design, Inc. is not responsible for files and data residing on Client's account. Client agrees 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**

Client agrees 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 Client's services to be terminated immediately and without warning and Client will be held fully responsible for any damages to Client, Olympic Web Design, Inc., or any other party or parties resulting from any such conduct.

#### **XI. Payment**

Client agrees 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. Client agrees that all setup fees are non-refundable once setup is completed. Client agrees that until and unless Client notifies Olympic Web Design, Inc. of Client's desire to cancel any or all services received, those services will be billed on a recurring basis. Client agrees that if Client is 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 web hosting agreement supersedes any written, electronic, or oral communication Client 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. Retroactive Application**

This Agreement applies to all pre-agreement effective date services provided for Client by, or on behalf of, Olympic Web Design, Inc..

#### **XIV. 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.

#### **XV. 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. Client agrees that all services provided by Olympic Web Design, Inc. shall be deemed to have been requested and provided in Spokane County, Washington. Client further agrees that Eastern Washington Better Business Bureau Dispute Resolution Service, shall have personal

jurisdiction over Client 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.

**XVI. Acknowledgement**

By placing and continuing to maintain or place information on Olympic Web Design, Inc.'s servers Client is stating and acknowledging that Client has read the aforementioned terms and conditions and that Client understands such terms and conditions and agree to be bound by them.

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