

ATECHS WEBHOSTING AGREEMENT and ACCEPTABLE USE POLICY as of 1 May, 2004

PLEASE READ THIS AGREEMENT AND POLICY CAREFULLY BEFORE USING ANY OF THE SERVICES DESCRIBED BELOW. BY USING THE SERVICES THE CLIENT IS ACKNOWLEDGING THAT THE CLIENT HAS READ AND UNDERSTANDS THIS AGREEMENT AND POLICY AND THAT THE CLIENT AGREES TO BE BOUND BY THE AGREEMENT TERMS AND CONDITIONS.

ATECHS WEBHOSTING AGREEMENT

1. The Service: ATECHS's webhosting service (the "Service") provides the Internet services for the Client to host a website and email accounts. The specific features of the Service depend on the level of Service the Client selects. The Client is responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Service. ATECHS currently intends to make the Service available 24 hours per day, seven days per week, but ATECHS may in its discretion and without notice limit the availability of the Service for maintenance or other necessary activities. ATECHS makes no representation or warranty that the Service will be uninterrupted. Subject to the terms of this Agreement, the Client is granted a non-exclusive license to use the Service to develop the Client's website. Nothing in this Agreement grants or transfers to the Client any ownership rights in the service, including the software and other intellectual property rights related thereto.

2. Payment: For access to and use of the Service, the Client agrees to pay the amounts set forth in the ATECHS Pricing Structure for Services that is posted online at <http://www.atechs-sd.com/services.html> for the level of Service the Client selects. The Client is responsible for any taxes, including personal property taxes or sales taxes, resulting from the Client's use of the Service. All past due amounts will bear interest at the rate of 2% per month, including any part of a month or the maximum amount permissible by law until paid in full. The Client agrees to pay all attorney and collection fees arising from efforts to collect any past due amounts from the Client. Should payment be more than 30 days overdue, ATECHS reserves the rights to suspend the Service until full payment is made. The Client is still responsible for account fees while account is suspended, as account suspension is NOT equivalent to cancellation.

3. 30-Day Money Back Guarantee: Each of ATECHS' webhosting packages carry a 30-day unconditional money back guarantee. If the Client is not completely satisfied with our services or support within the first 30 days, the Client will be given a full refund of the webhosting fees paid in advance (excluding setup fees) upon plan cancellation. The following services do not qualify for the 30-Day Money Back Guarantee: web design services, computer support fees, additional items and services, domain name registration fees, and overage fees.

4. Client's Responsibilities: The Client agrees to comply with the Acceptable Use Policy attached to this Agreement and with all applicable laws and regulations, including, but not limited to, those related to pornography, obscenity, copyright, trademark, other intellectual property rights, data privacy, international communications, import and export regulations and tax laws and regulations. Otherwise, the Client is solely responsible for any content contained on the Client's website. The Client may not resell, re-market, or otherwise redistribute the Service or any portion thereof or offer services to others for the creation of websites using the Service without written permission of ATECHS. The Client agrees to notify ATECHS promptly if the Client suspects unauthorized use of the Client's ATECHS account. Until the Client notifies ATECHS, the Client remains solely responsible for such unauthorized use and any damages that may result there from. The Client further agrees to notify ATECHS immediately in the event the Client becomes subject to any lawful order or process that would prohibit or limit the Client's use of the Service.

5. Termination: This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. The Client agrees that upon termination of this Agreement, the Client will pay any and all outstanding fees, charges and payments due to ATECHS in full within 30 days after termination. ATECHS may at any time and without advance notice modify or restrict the Client's use of the Service if ATECHS determines in its sole discretion that the Client's use of the Service violates the Acceptable Use Policy, any laws or regulations, any intellectual property rights of ATECHS or a third party, or any export or import regulations, is disruptive or causes a malfunction of the Service. If the Client does not correct the violation within ten days thereafter, ATECHS may terminate this Agreement. ATECHS may terminate this Agreement on ten days notice for any other breach of this Agreement if the Client fails to cure the breach within the ten-day period, ATECHS may otherwise terminate this Agreement for any reason or no reason on thirty days notice and refund to the Client any prepaid fees.

6. Refund Policy: Refunds are only available in accordance with the 30 Day Money Back Guarantee. Refunds will be provided in the same payment method of the original payment. There are no refunds offered or promised after 30 days.

7. Credit Card Disputes/Chargebacks/Insufficient Funds Checks: ATECHS has a zero tolerance policy for chargebacks and returned checks. Any client who disputes a credit card payment or submits a bad check is subject to a fine, suspension, and account termination at ATECHS discretion. A charge of \$30.00 per chargeback or \$30.00 per bad check will be assessed to all accounts that receive a chargeback or if their check is returned to us for any reason.

8. Rights and Duties Upon Termination: Upon termination of this Agreement, all rights to the Service terminate immediately. The Client remains liable for the full monthly charge for the month during which the Client's Service is suspended or terminated and for any usage-based fees. If this Agreement is terminated by ATECHS, the Client agrees not to re-register for or otherwise access the Service without ATECHS's prior written approval. ATECHS may delete any data files associated with the Client's use of the Service upon termination of this Agreement.

9. Website Availability: The Client's website will be accessible to third parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of hosting services due to causes beyond the control of ATECHS or which are not reasonably foreseeable by ATECHS, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

10. Disclaimer of Warranties: THE SERVICE IS PROVIDED AS-IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. ATECHS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. ATECHS DOES NOT WARRANT THAT THE SERVICES WILL MEET THE CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. ATECHS DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ATECHS OR ATECHS'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. THE CLIENT IS ENTIRELY RESPONSIBLE FOR AND ASSUMES ALL RISK FOR USE OF THE SERVICE. THE CLIENT SHOULD NOT USE THE SERVICE IN HIGH-RISK ACTIVITIES WHERE SUBSTANTIAL DAMAGE COULD RESULT IF AN ERROR OCCURRED. ATECHS DOES NOT WARRANT OR REPRESENT THAT ITS SECURITY PROCEDURES WILL PREVENT THE LOSS OF OR IMPROPER ACCESS TO THE CLIENT'S DATA. ATECHS IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR SECURITY OF INFORMATION CARRIED OVER TELECOMMUNICATION LINES.

11. Limitation of Liability: IN NO EVENT SHALL ATECHS BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF ATECHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF ATECHS TO THE CLIENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CLIENT TO ATECHS IN THE THREE MONTHS PRIOR TO THE EVENT CAUSING LIABILITY.

12. Exclusive Remedy. The Client's sole right and exclusive remedy for breach of this Agreement by ATECHS or if the Client is dissatisfied for any reason with the Service is to terminate this Agreement as provided herein.

- Using the Service to post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence;
- Using the Service to post any content that holds ATECHS (including its affiliates), employees or shareholders up to public scorn or ridicule or would in anyway damage or impair ATECHS's reputation or goodwill;
- Using the Service to post any content that violates any copyrights, patents, trademarks, trade secrets, or other intellectual property rights of others;
- Failing to obtain all required permissions when using the Service to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws including copyright and patent laws;
- Deleting or altering author attributes, copyright notices, or other copyright management information, unless expressly permitted in writing by the author or owner;
- Using the Service in a tortuous manner, including the posting of libelous, defamatory, scandalous, threatening, harassing or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress; or
- Introducing viruses, worms, Trojan horses, or other harmful code on the Internet.

1.2 Net Abuse:

- Spamming or sending unsolicited advertising to numerous email addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user
- Trolling or posting outrageous messages to generate numerous responses
- Mail-bombing or sending multiple messages without significant new content to the same user;
- Spamming by third parties to promote a website hosted by ATECHS, using a non-existing email return address on a commercial solicitation, subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of or to inappropriate newsgroups.

1.3 Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from an ATECHS server or using an email address or domain that is maintained on an ATECHS machine as reference is STRICTLY prohibited. ATECHS will be the sole arbiter as to what constitutes a violation of this provision.

1.4 Misuse of System Resources:

Any attempt to undermine or cause harm to a server, or customer, of ATECHS' network is strictly prohibited. This includes, but is not limited to: using programs that consume excessive CPU time; allowing the use of mail services, mail forwarding capabilities, or autoresponders other than for the client's own account; resale of disk space without an appropriate reseller agreement; use of servers for backup of files unrelated to the website of the account; or resale or remote access to CGI scripts installed on our servers. No IRC related software is permitted on our servers. This includes servers, bots, bouncers, or any other software that is used for the purpose of creating, maintaining, or providing access to IRC servers or channels. Accounts that are found to have such software uploaded to their web space are subject to immediate suspension and/or termination without notice.

2. Violation of any user policy will be handled in the following manner:

- First Violation of any policy: User will be warned via email of violation, and required to cease such activity immediately.
 - Second Violation of any policy (not limited to a repeat of the first violation): User's account access will be suspended. It is the user's responsibility to contact ATECHS for remedy. User's account will be reactivated at the discretion of ATECHS Management or System Administration staff. User is still responsible for account fees while account is suspended, as account suspension is NOT equivalent to cancellation.
 - Third Violation of any policy (not limited to repeat of the first two violations): User's account will be terminated.
- Exceptions: - Violation of the "NO SPAMMING" rule will result in immediate account termination.
- Non-payment of account fees by due date will result in immediate suspension of account. User may reactivate account within 10 business days by arranging payment. User is still responsible for fees while account is suspended, as suspension is NOT equivalent to account cancellation.

3. ATECHS may revise in its sole discretion this Acceptable Use Policy, without prior notice. Any such changes shall be posted by ATECHS on its website (www.atechs-sd.com). The Client shall be responsible for periodically reviewing the online ATECHS Webhosting Agreement and Acceptable Use Policy to apprise themselves of any changes thereto. The Client agrees to be bound by all such changes.

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WEBHOSTING SPECIFICS

Client shall provide ATECHS with all graphics and content for use on Client’s website. Active Client participation in the website design process is encouraged! All copyrights for work done for the Client are released to the Client upon Client’s payment to ATECHS for said work. Designing, uploading of files, and administering of Client’s website and email accounts, and all such related work is invoiced on a “pay-as-you-go” basis payable within 30 days of invoice date at the published rates found on ATECHS’ website (<http://www.atechs-sd.com/services.html>) unless there are other written agreements in force, such as a Maintenance Contract.

This agreement is for the following services to be provided by ATECHS, beginning _____ :
DD MMM YYYY

(Indicate per year (/YR), per month (/MO) charges below):

\$ _____/YR Setup Fees - (Applicable if paying monthly, quarterly, or semi-annually - Discount for Annual prepayment)

\$ _____/MO Webhosting Server Space: _____ MB (Our Basic Webhosting package includes 50MB)

\$ _____/MO Number of Email Addresses: _____ (Up to 5 email addresses are included in Basic webhosting package)
(On separate sheet, provide ATECHS with list of usernames and passwords.)

\$ _____/YR Domain Name: _____ (WARNING!: If you decide to register or transfer your domain name yourself, YOU are completely responsible for maintaining the domain name’s contact information and ensuring the domain name doesn’t lapse. We strongly recommend letting ATECHS register or transfer your domain name to make the process as painless and carefree as possible for you.)

\$ _____ Other Services – Specify: _____
(Databases, FrontPage Extensions, Web User Accounts, Protected Directories, etc. Attach separate sheet to specify details if necessary.)

This Agreement, including the attachments hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

ATECHS Representative (Printed Name)

Client Representative (Printed Name)

ATECHS Representative (Signature)

Client Representative (Signature)

Date

Date

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At ATECHS, we pride ourselves in making your webhosting experience with us a pleasurable one. Our hope is that you’ll tell others how we make it easy for you. Referrals are greatly appreciated!

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PRIVACY STATEMENT -- Your Privacy is VERY IMPORTANT to us!

Business, personal, and confidential information obtained by ATECHS to create, develop, and administer your website will NEVER be shared with anyone in the absence of a specific court order to share such information. ATECHS does not give out information to third parties, does not sell lists of names or email addresses, neither will ATECHS send you “SPAM” emails. We may send email to you on occasion to facilitate communications between us. **We will NEVER ask for your Passwords, Social Security Number, or other Privacy Information via email or over the phone.**