

## Arons WebSites Terms & Conditions

The purpose of this Agreement (hereafter referred to as the "Agreement") is to proceed a longer term contract arrangement under which Aron's WebSites (hereafter referred to as "Company") will provide Web Hosting Services (hereafter referred to as "Services") on behalf of the Client, who is defined at the bottom of this agreement.

In consideration of the mutual covenants set forth in this Agreement, Company and Client hereby agree as follows:

**Order:** By signing this Agreement or by Recorded Oral Agreement (herein so called), you authorize Company or its Agents to publish or make public the Service or Services listed on the Order Form which is accompanied with this Agreement. This Agreement applies to any Services offered or provided by Company.

**Term:** Subject to automatic renewal as described in the following section (Automatic Renewal) and unless otherwise provided in any Additional Terms, 1) the initial term for a particular Service is one month, 2) the initial term for a Free Trial is 60 days. Subject to the terms and conditions of this Agreement, Company will provide Services for Client to the following terms.

**Length of Service:** The length of contract required is based on the type of service desired by the Client and shall be determined solely by the Company. Web Hosting Services can be paid in advance on a month to month basis ("Monthly") or twelve month ("Yearly") based on the choice of the Client.

**Service Start Date:** The first payment plus setup charges, if any, shall be due in advance of any Service provided. Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.

**Automatic Renewal:** This Agreement will automatically renew for successive Monthly, or Yearly Terms unless canceled in writing by Client or Company at least 30 days prior notice. Renewal prices are subject to change without notice. Renewal of Services also indicates automatic agreement to any revisions to the Terms and Conditions. Company may automatically renew Services on a Monthly or Yearly basis, determined by Clients preference. ALL Services are pre-paid in full prior to the acceptance and delivery of such Service or Services. Company reserves the right at its sole discretion to terminate or suspend Service or Services if payment is not received according to the **Terms of Payment**.

**Terms of Payment:** Terms of payment are C.O.D. unless noted otherwise, and has been approved by Company. It is the Client's sole responsibility to assure that payment is made on time, prior to the Term of Service. Company may suspend and/or terminate any Service or Services that are delinquent. All payments are non-refundable.

**Definitions:** "Services" or "Service" means website hosting, web-based applications, and other related services provided by Company including, but not limited to; Website Design, Website Hosting, Domain Names, Mobile Websites, Website Maintenance, Search Engine Optimization, LOGO Design, Article Writing, and Press Releases. Please refer to the Order Form (or website - AronsWebSites.com) for a list of current services and prices. "Agent" refers to a person or individual or entity acting on behalf of the Company to solicit Services offered by the Company.

**Free Trial:** Company may offer one or more Services available to Client on a trial basis free of charge ("Free Trial") until the earliest of (a) the end of the free trial period for which you registered or are registering to use the applicable Web Hosting Service or (b) the start date of any Service purchased by Client. Any such Free Trial Web Hosting Services are incorporated into the Agreement by reference and are legally binding.

1.) Any data entered into the Free Trial Service, and customizations made to the Free Trial Service by Client or for Client, during the Free Trial period will be permanently lost unless Client purchases the Service and pays any setup fees and Monthly or Yearly fees associated with the Free Trial Service prior to the end of the Free Trial Period.

2.) Any data entered into the Free Trial Service remains the sole property of Company until Client pays any setup fees or Monthly or Yearly fees associated with the Free Trial Service. Client CANNOT transfer or copy any data or customizations made to the Free Trial Service during the Free Trial period.

3.) Free Trial Services are provided "AS-IS" without any warranty. Company makes no warranty of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

4.) In no event shall Company, or selling agents, be liable to Client or any other individual or entity connected with Client for any claim, loss, or damage or any kind or nature whatsoever arising out of or in connection with the performance of this Agreement or arising out of or in connection with (1) The deficiency or inadequacy of the Free Trial Service for any purpose, whether or not known or disclosed to Client, (2) The use or performance of the Free Trial Service or any files, data or computer systems related thereto or used in connection therewith, (3) Any interpretation or loss of service or use of the Free Trial Service, or any files, data, or other computer systems, (4) Any Services failure, or (5) Any loss of profits, sales, business, data, or other direct, indirect, special, incidental, consequential, or loss or damage of any kind or nature resulting from the foregoing, and notwithstanding any failure of essential purpose of any limited remedy.

**Proprietary Information:** Proprietary information exchanged here under shall be treated as such by Client. This information shall include, but not limited to, the provisions of this Agreement, products and services information and pricing. Client further agrees to not decompose, disassemble, decode or reverse engineer any Company program, code or technology delivered to Client or any portion thereof.

**Censorship:** Company will exercise no control whatsoever over the content of the information passing through the network, email or website. Client assumes all responsibility for the content of their website and related Services.

**Warranties:** Company makes no warranties or representations of any kind, whether expressed or implied for the Service it is providing. Company 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 Client, including loss of data resulting from delays, non-deliveries, or Service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Company is at Client's own risk, and Company 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. Company does not represent guarantees of speed or availability of end-to-end connections. Company expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata Monthly or Yearly charge during the system unavailability. Company specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

**Trademarks and Copyrighted Material:** Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this Service.

**Transfer of Agreement:** Client may not assign or transfer this Agreement in whole or in part without the prior written consent of Company. In the event that Client contemplates whole or partial sale of its business, ownership change, or change in jurisdiction, Client shall notify Company by mail, facsimile or email no less than 60 days prior to the effective date of the event.

**Termination:** Company may immediately terminate or suspend any service of this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) Failure of Client to comply with any provisions of the Agreement 2) Appointment of Receiver or upon the filing of any application by Client seeking relief from creditors, 3) Upon mutual agreement in writing of Company or Client.

**Disputes:** If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the Company shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

**Indemnification:** Client shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Company directly or indirectly arising from or in connection with Client's marketing or support services of the product or Services or the unauthorized representation of the product and Services or any claim arising from the content of the website or from a third party's "use" of the content of the website or any breach of this Agreement by Client.

**General:** If any portion of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Exclusive jurisdiction and venue shall be in the Erie County, New York Superior Court. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

Each party represent and warrants that, on the date below, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below.

EXECUTED as of the date written below.

Title: \_\_\_\_\_

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_