TwMedia.Net

P.O. Box 881018 Pukalani HI 96788 ~ 214.1911

Custom Web Site Hosting Agreement

The undersigned Customer (referred to as "Customer") agrees to the following provisions with TwMedia.Net

Provisions of web site hosting:

1. TWMEDIA.NET makes no guarantees as to the services provided under this **Agreement**. Said services are subject to power outages, equipment failures and illegal third-party hacking, all of which are beyond the control of TWMEDIA.NET. TWMEDIA.NET does not guarantee that the Customer's **web** site will be available without interruption. Pricing is based on TWMEDIA.NET's inability to make service guarantees. TWMEDIA.NET shall not be liable for any incidental or consequential damages in relation to the services provided under this **Agreement**.

2. The Customer is responsible for all its data stored on TWMEDIA.NET's server and the Customer is required to maintain a personal backup of all its data for upload at TWMEDIA.NET's request. TWMEDIA.NET will try and maintain a current backup of all Customer data, however, TWMEDIA.NET makes no guarantees as to the quality of the backups it tries to maintain. The Customer releases TWMEDIA.NET from any and all liability as to stored data and agrees to hold TWMEDIA.NET harmless from all costs and expenses related to stored data, or loss thereof. TWMEDIA.NET shall not be liable for any incidental or consequential damages in relation to stored data or loss thereof.

3. The Customer is required to abide by all applicable laws and regulations at all times. The Customer is responsible for all required fees and/or maintenance fees associated with domain names or secure certificates, both now and in the future.

4. The Customer is responsible for all of its data updates. Any assistance from TWMEDIA.NET will incur a per hour labor charge. This provision does not apply to one-time activation fees and standard TWMEDIA.NET assistance and/or maintenance. **Web hosting** rates do not include any data programming or graphic creation.

5. **Web hosting** rates do not include SLIP, PPP, root or shell access accounts. TWMEDIA.NET will provide FTP access to the Customer for data updatingand backup purposes only.

6. TWMEDIA.NET reserves the right without notice to remove and refuse any data determined to be "Offensive" or "pornographic" by the Board. Appeals may be directed to TwMedia.Net. All decisions are final.

7. The Customer may not include any data for another person or company, or sublease space to any individual, company, or organization. This does not include banner advertisement.

8. TWMEDIA.NET agrees to try and maintain an operational network connection to the Internet backbone, however, TWMEDIA.NET makes no guarantees in this regard. Any condition or failure not under the direct control of TWMEDIA.NET will not result in any rate alterations. Any network failure under direct TWMEDIA.NET control that extends 24 hours or more will result in a rate alteration to coincide with the number of hours of network failure. TWMEDIA.NET shall not be liable for any incidental or consequential damages caused by a network connection failure and TWMEDIA.NET makes no guarantees in this regard.

9. TWMEDIA.NET is not responsible for any data gained by a third party via unlawful entry onto TWMEDIA.NET's servers. TWMEDIA.NET makes no guarantees that its servers are 100% secure and TWMEDIA.NET shall not be liable for any incidental or consequential damages caused by third party hacking of its servers or the data thereon.

10. **Web** site activity will be logged. TWMEDIA.NET will process the log file and present the information to the Customer for a fee upon Customer's request. The report will be delivered electronically. TWMEDIA.NET makes no guarantees as to the availability of **web** site activity logs for any specific period of time and TWMEDIA.NET is not liable for any incidental or consequential damages caused by its inability to produce a **web** site activity log for the Customer.

11. Written notice is required for the cancellation of this **web hosting agreement**. Please direct the written notice to **Web** Developer, TwMedia.Net ~ P.O. Box 13013 ~ Lahaina ~ HI 96761.

Package Information:
___ $0.00 Donation for Non-Profit Organizations
___ $15.00/month: Site **hosting** with 25 megabytes of data or less.
___ $25.00/month: SSL certificate site **hosting** with 25 megabytes of data or less.
___ $45.00/month: SSL certificate site shopping cart capable **hosting** with 50 megabytes of data or less.
___ $5.00/report: **Web** log report processing.

Customer Information:
Company/Site Name: _____
Contact Name:_____
Billing Address: _____City: _____State: _____
Zip: _____
Telephone Number: _____ E-mail Address: _____
Customer URL(s):
_____
The undersigned agrees to all the provisions set forth above. The undersigned agrees to pay for all services according to the terms above. TWMEDIA.NET are hereby released of any liability and held harmless in regard to the above services and Customer agrees to indemnify TwMedia.Net for all cost and expenses, including reasonable attorney fees, incurred by TwMedia.Net in providing this service. The Customer agrees that all provisions, charges, collections, services, and negotiations shall be enforced in accordance with the law of the State of Hawaii.

Customer Signature: _____ Date: _____

Printed Name: _____