

TwMedia.Net

P.O. Box 881018 Pukalani HI 96788 ~ 214.1010

DOMAIN HOSTING CARD AUTHORIZATION FORM

Please print out this form using your browser. After you have completely filled it out, along with the hosting application, please fax it to us at 888.472.7871 and/or mail to the above address.

Parties:

The following agreement is entered into by and between Richard Lewis., dba TwMedia.Net of P.O. Box 881018 Pukalani, HI 96788 and

NAME: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP CODE _____

TELEPHONE: (____) _____ FAX: (____) _____

E-mail: _____ (hereinafter "You" or "Client").

Company that is hosting your website: _____

Domain Name: (www.yourwebsite.com): _____

COSTS

Corporate or Individual Website

\$ _____ per month

Credit Card and Billing Terms: Please initial by each section.

_____ You allow Richard Lewis dbaTwMedia.Net to charge the credit card listed in this order form each month for continued service. Your credit card will be charged 3-4 days prior to the end of each month for the next month's service. You understand that if we are unable to charge the total amount, we will notify you via e-mail and give you the opportunity to supply an alternate means of payment. If we do not receive payment by the third day of the month, your account will be frozen. Upon termination, any information held in the account will not be accessible.

_____ You agree to pay the current monthly hosting rate as listed above unless notified otherwise. Richard Lewis dbaTwMedia.Net also agrees not to raise monthly hosting rates during the first 24 months of the contract period. Richard Lewis. dbaTwMedia.Net agrees that any pricing changes will be given to you in writing via e-mail, fax or regular mail at least 30 days prior to any price changes taking effect.

_____ You agree that extensive changes to your website will require TwMedia.Net to supply you with a quote for the work in writing and your written acknowledgment of said quote prior to commencement of the changes. It will be TwMedia.Net 's sole discretion to determine what constitutes normal changes and what constitutes extensive changes.

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Billing Information

Name as it appears on credit card: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Type of Credit Card: (Visa, Mastercard, AMEX) _____

Credit Card Number: _____ ExpDate: ____/____

Financial Arrangements:

1. This agreement shall be on a month to month basis and shall become effective upon signature by an authorized TwMedia.Net representative. **(TwMedia.Net agrees not to increase the monthly hosting charges at any time during the first 12 months of this agreement.)**
2. Payment for the first (1) month of service shall be due upon acceptance of the agreement by client and TwMedia.Net .
3. TwMedia.Net agrees to notify you of any changes in the monthly hosting costs not less than 30 days prior to a monthly hosting cost increase or decrease.
4. Client agrees that the credit card specified on the TwMedia.Net Order Form is the card to be debited on a monthly basis pursuant to the terms contained on the TwMedia.Net Order Form.

If, after entering into this Agreement you wish to have the charges associated with this Agreement debited from a different credit card, you must provide TwMedia.Net at least 30 days in advance written notice of same. THIS INFORMATION WILL NOT BE TAKEN OVER THE TELEPHONE.

Should you fail to pay as agreed, you agree to pay all costs, including attorney's fees, associated with the collection of any sums due under this agreement, whether or not suit is initiated. You further agree that any legal action under this agreement shall be filed in a court of competent jurisdiction in Maui County, Hawaii.

Trademarks and Copyrights:

By entering into this agreement, you are warranting that you have the right to use all of the trademarks you have provided to us for use on this site. Accordingly, you hereby grant, at no charge to TwMedia.Net , the license for the use such trademarks in connection with the services provided under this agreement for so long as this Agreement remains in full force and effect. You further agree to hold harmless and indemnify TwMedia.Net for any costs, fees, etc. it may be caused to incur as a result of the use of these trademarks, if any, on this web site that are later determined to be unauthorized.

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Termination:

Either party, without cause, may terminate this agreement by serving written notice on the other party no later than 30 days prior to the expiration of then current term under the agreement.

Notwithstanding the above, TwMedia.Net may, at its option, terminate service under this agreement at any time, without penalty, if the client fails to comply with any of the terms or conditions of this agreement.

Should the monthly charges associated with this Agreement not be accepted by the credit card you have provided, you agree to provide payment to TwMedia.Net within 3 business days of your receipt of notice of non-acceptance by the credit card issuer from TwMedia.Net. If you fail to deliver payment to TwMedia.Net within the stated three day period, TwMedia.Net reserves the right to deactivate your site until funds have been received and cleared through its financial institution.

If TwMedia.Net obtained and paid for the client domain, said domain remains the property of TwMedia.Net in perpetuity.

Limited Liability:

1. You expressly agree that the use of TwMedia.Net 's server is at your sole risk. TwMedia.Net , its employees, affiliates, agents, third party information providers, merchants, licensors, or the like, does not and will not warrant that its Server service will be interruption or error free. Nor will it make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in, or provided through, the TwMedia.Net Server service, unless it is expressly stated in this agreement.

2. Under no circumstances, including negligence, shall TwMedia.Net , its officers, agents, or anyone else involved in creating, producing, or distributing TwMedia.Net 's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the TwMedia.Net Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not caused by an act of God, communication failure, theft, destruction, or unauthorized access to TwMedia.Net 's records, programs, or services. THIS PARAGRAPH SHALL APPLY TO ALL CONTENT ON TwMedia.Net 's SERVER SERVICE.

3. Notwithstanding the above, your exclusive remedy for damages, losses and causes of action, whether in contract, tort, or otherwise, shall not exceed the aggregate dollar amount paid during the term of this agreement.

Lawful Purpose:

You are warranting that your use of TwMedia.Net 's Server will be for lawful purposes only. Your transmission of any material in violation of any local, state, or federal regulation is strictly prohibited. Any violation of this provision shall result in the immediate termination of this agreement.

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Indemnification:

1. Client agrees that it shall defend, indemnify and hold TwMedia.Net harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees, asserted against TwMedia.Net , its agents, its customers, officers, and employees that may arise or result from any service provided, performed, or agreed to be performed. Client agrees to defend, indemnify and hold harmless TwMedia.Net against liabilities arising out of

- a. any injury to person or property caused by any products sold or otherwise distributed in connection with TwMedia.Net 's Server;
- b. any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party;
- c. copyright infringement; and
- d. any defective product, which Client sold on TwMedia.Net 's Server.

This agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

In witness whereof, the parties hereto have executed this agreement as of the date indicated below.

I hereby acknowledge that I am authorized to enter into this transaction of behalf of the entity named below.

Corporate Name as Registered in State of Domicile

Authorized Representative (Printed)

Authorized Representative's Signature

I am an authorized user of the credit card listed above and I have read and agreed to the terms of this agreement.

Authorized Credit Card User (Printed)

Authorized Credit Card User Signature

Date

Authorized TwMedia.Net Representative

Date