



Website Design  
#102 2351 Sunset Blvd Suite 170, Rocklin, CA 95765 (916) 408-4121

## Hosting Agreement

This agreement is made on this \_\_\_\_ day of \_\_\_\_\_ in the year 2007 between \_\_\_\_\_ hereby referred to as Client, and Cobalt Images, a company located in Rocklin, California for Website Hosting Services.

### Hosting Prices

- 6 months hosting. \$125.00
- 12 months hosting. \$ 250.00
- 12 months hosting. **Business Plus** includes an additional 25 email accounts \$ 350.00
- additional URL pointing to main URL \$20.00 one time fee

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**There is a \$25.00 set-up fee for all New Web Hosting packages**

### Hosting Package

- 300 MB of Disk space
- Your own Domain
- 25 Email Accounts
- Secure Server
- Unlimited FTP Updates
- Frontpage 98 and 2000 Extension
- Web Statistics
- CGI- Bin

### Server

Our server has battery backup and emergency generator power, a climate controlled environment, and 24 hour, 365 day monitoring. Since Cobalt Images started offering hosting in 2003, we have not had a single incident of down time.

### Unacceptable Content

All services provided by Cobalt Images Web Hosting may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless Cobalt Images Web Hosting and its employees from any claims resulting from the use of the service, which damages the subscriber or any other party.

### Examples of unacceptable content or links:

- **Pornography and sex-related merchandising**
- **Pirated software**
- **Hacker programs or archives**

arbiter as to what constitutes a violation of this provision.

Pornography and sex-related merchandising is prohibited on all Cobalt Images Web Hosting servers. This includes sites that may infer sexual content, or link to adult content elsewhere. Cobalt Images Web Hosting will be the sole arbiter in determining violations of this provision.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to Cobalt Images servers or any other server on the Internet. Links to such materials are also prohibited.

**Sites with banners, graphics or cgi's running from their domain used on other domains:**

When you employ services such as Link Exchange or a cgi host who lets 1000's of others link to their site, it is important that you require any sites you exchange ads with to display your ad on their server. Not only will not abiding to this guideline cause your site to load slowly, you will be responsible for the data transfer used in this process.

**Chat Rooms & IRC:**

We do not allow clients to install their own chat rooms. These tend to be a large drain on system resources and we cannot allow it as an account option. We currently do not allow IRC or IRC bots to be operated on our servers.

**Email**

Spamming, or the sending of unsolicited e-mail including, without limitation, commercial advertising and informational announcements, from a Cobalt Images Web Hosting server or using an e-mail address or domain that is maintained on a Cobalt Images Web Hosting machine as reference is STRICTLY prohibited. Cobalt Images Web Hosting will be the sole arbiter as to what constitutes a violation of this provision. A user shall not use another site's mail server to relay mail without the express permission of the site. Cobalt Images Web Hosting will be the sole arbiter as to what constitutes a violation of these provisions.

**System and Network Abuse**

**Server Abuse:**

Any attempt to undermine, compromise the security of, or otherwise cause harm to any Cobalt Images Web Hosting server or customer accounts is strictly prohibited

**Refusal of Service:**

We reserve the right to refuse, cancel, or suspend service at our sole discretion.

**Limitation Of Liability**

Cobalt Images Web Hosting shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Cobalt Images Web Hosting servers going off line or being

unavailable for any reason whatsoever. Furthermore, Cobalt Images Web Hosting shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Cobalt Images Web Hosting servers. All damages shall be limited to the immediate termination of services

Failure to follow any term or condition may be grounds for immediate account deactivation.

**Money Back Guarantee**

Cobalt Images Web Hosting is pleased to offer a money-back guarantee within 30 days of your account activation should we fail to provide satisfactory service. We do not refund InterNIC registration fees.

**Disclaimer:**

Cobalt Images Web Hosting cannot be held liable for system downtime, crashes, or data loss. We cannot be held liable for any predicted estimate of profits in which a client would have gained if their site were functioning. Certain services provided by Cobalt Images Web Hosting are resold. Thus, certain equipment, routing, software, and programming used by Cobalt Images Web Hosting are not directly owned or written by Cobalt Images Web Hosting. Moreover, Cobalt Images Web Hosting holds no responsibility for the use of our client's accounts. If any terms or conditions are failed to be followed, the account in question will be automatically deactivated. We reserve the right to remove any account without advanced notice for any reason without restitution as Cobalt Images Web Hosting sees fit.

**Account Activation**

By activating your account with Cobalt Images Web Hosting, you agree to the above policies and disclaimer. Upon requesting an account activation, you are required to accept these policies, guidelines, and disclaimer and a copy of your acceptance is forwarded along with your activation request to be maintained within your account information.

**NOTICE:** If you sign up for an account and do not follow our terms, no refunds will be given. We will however let you know by email or phone before any action is taken so that you have the opportunity to resolve the matter.

Cobalt Images Web Hosting retains the right to change any or all of the above Policies, Guidelines, and Disclaimer without notification.

This agreement contains the entire understanding of both the parties and may not be amended without the specific written consent of both parties. This agreement becomes effective when signed by both parties. This agreement shall be construed and enforced in accordance with the laws of the state of California.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

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|----------------------|-----------------|
| Client _____         | Cobalt Images   |
| Name and Title _____ | Signature _____ |
| Signature _____      | Date: _____     |
| Date: _____          |                 |