



Welcome to **ABS Technologies, Inc.** Web Hosting Services! We are pleased you chose us to host your Website.

IMPORTANT: Please read the Agreement of **ABS Technologies, Inc.** Hosting Services below carefully. Print and save a copy for your records. By signing up for a Website, you agree to the terms and conditions contained in this Agreement for **ABS Technologies, Inc.** Services.

If any of the language is not clear or you do not agree with the terms and conditions included in the *Agreement* for **ABS Technologies, Inc.** Services, please contact us at **(877) 888-8894** or **508-824-6380**.

Agreement for ABS Technologies, Inc. Services

This *Agreement* for services is made between **ABS Technologies, Inc.** and the **Customer** effective as of the date of acceptance.

Whereas, **ABS Technologies, Inc.** distributes and provides various technology products and services that enable entities to publish and maintain World Wide Web pages by way of **ABS Technologies, Inc.** web hosting services.

Whereas, **Customer** desires to utilize the **ABS Technologies, Inc.** services to develop Customer's presence on the World Wide Web.

Now, therefore, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

(1) **Customer** agrees to use all **ABS Technologies, Inc.** services in a manner consistent with all applicable laws, including not using your Website to post any defamatory, threatening, or untrue statement, any gambling activities, or any material that infringes the proprietary rights of another person. **Customer** agrees that you (not **ABS Technologies, Inc.**) are the author and publisher of and are solely responsible for the content of all material posted to your Website, regardless of the source of that material. **ABS Technologies, Inc.** has no obligation to approve, review, or verify the content of any such material. **Customer** warrants that it owns all rights to all material it

provides to **ABS Technologies, Inc.** or posts to its Website, including all copyrights and trademarks.

(2) The Website shall not be used to store pornographic material. Sites containing adult material, although not necessarily pornographic, are also prohibited. Your server may NOT be used for the sending of unsolicited or bulk e-mail. **Customer** may not reference its Website in or be referenced in any unsolicited or bulk e-mail, whether sent through this server or not. We have a strict policy of not hosting any sites that participate in any form of unsolicited or bulk e-mail (called "spamming"). **ABS Technologies, Inc.** reserves the right to determine what constitutes "adult material" or "spamming".

(3) All **ABS Technologies, Inc.** Websites come with a 30-day refund guarantee from the date of this *Agreement*. This excludes any domain name fees needed to reserve your domain name(s). Refund requests must be in writing (mailed or faxed) and received by **ABS Technologies, Inc.** on or before the end of the 30 day guarantee period. For your protection, refund requests must be signed by an officer of the Company or the owner of the domain name and must be on Company letterhead. e-mail and phone requests are not accepted. **ABS Technologies, Inc.** refund policy does not apply to any Website account terminated for violating our acceptable use policy described in sections 1 and 2 above. All fees paid to **ABS Technologies, Inc.** become non-refundable once the 30-day guarantee period has expired.

(4) The initial hosting period begins from the date of this agreement and continues for the number of months selected below. Billing is done in advance for each hosting period and for a minimum of one (1) month at a time. It's the responsibility of **Customer** to arrange for Website design. Website designs are NOT included in the setup, hosting, domain name, or search engine submission charges.

(5) Unless you have an existing domain name, a domain name registration fee will be required for the first two (2) years of ownership. **ABS Technologies, Inc.** will handle the ordering of a new domain or movement of an existing domain for you at no extra charge. You agree to pre-pay the domain name fee to us and we will in turn pay the Registrar for you. There is no Registrar charge to move an existing domain name as long as you are the legal owner of the domain. All domain name fees are non-refundable.

(6) If paying by credit or debit card, you authorize **ABS Technologies, Inc.** to charge your card for the total charges of your order and you agree to pay these charges as required by your card issuer's agreement. You also authorize **ABS Technologies, Inc.** to charge your card automatically for each hosting period thereafter unless you inform us, in writing, not to do so at least 14 days prior to

the start of the next hosting period. **ABS Technologies, Inc.** requires 14 days written cancellation notice for all Websites.

(7) There is a \$25.00 charge for all returned checks and a \$45.00 charge for re-activation of any disconnected Website. **ABS Technologies, Inc.** reserves the right to deactivate any Website account at any time, if the Website account is in violation of any terms or conditions of this agreement or if your account is not paid current.

(8) By purchasing web-hosting services with **ABS Technologies, Inc.**, you acknowledge that you have read this *Agreement* and agree to abide by its terms. You agree that this agreement constitutes the entire agreement between you and **ABS Technologies, Inc.** and supersedes any other agreements (verbal or written) or statements. You give **ABS Technologies, Inc.** the permission to either move your existing domain to our servers or establish a new domain name on your behalf, as indicated above.

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