

# Twin Wolf Website Hosting Agreement

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

This agreement is made as of the date set forth above. Twin Wolf Technology Group, LLC hereafter known as "Twin Wolf" and the Customer listed below hereby agree to the terms and conditions for website hosting as it is currently being offered and detailed below.

Company: \_\_\_\_\_  
Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Primary Contact

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

## Secondary Contact

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Primary Hosted Domain Name: \_\_\_\_\_

Hosting Service Start Date: \_\_\_\_\_

Contract Term: (circle one)      monthly      annually

## 1.0 Definitions

- 1.1 "**Customer**" means the person, entity or agents and authorized representatives who is requesting the Hosting Service and is therefore bound to this agreement.
- 1.2 "**Twin Wolf**" means the Limited Liability Company doing business as Twin Wolf Technology Group, LLC
- 1.3 "**Content**" means all text, pictures, sound, graphics, video, links and other data stored by the Customer on Twin Wolf server computers.
- 1.4 "**Web Space**" means all of the exclusive disk storage space on a Twin Wolf Server that is given to the Customer for storage of the Customer's Content.
- 1.5 "**Email Box**" means a single email address and all of the email alias addresses which are available for Customer use.
- 1.6 "**Twin Wolf Network**" means the infrastructure of network equipment, such as Hubs, Switches, Ethernet cables, Routers, Servers and Data Circuits that connects Twin Wolf to the Internet.

**2.0 Setup of Services**

**Twin Wolf** shall provide the **Customer** with 250mb of web space and 10 email boxes on a computer server with dedicated access to the Internet for the term of this agreement. In addition, **Twin Wolf** will provide **Customer** with additional web space and email boxes as required below:

Please select the total web space & mail boxes including the basic 250mb / 10 boxes  
**Customer** requires (circle one) 250mb 500mb 750mb 1000mb \_\_\_\_\_mb web space  
**Customer** requires (circle one) 10 20 30 40 50 \_\_\_\_\_ mail boxes

**Customer** may request additional web space or email boxes at any time during the term of the agreement. Additional services will be charged at the current rates as posted at the **Twin Wolf** website: [www.twinwolf.net](http://www.twinwolf.net)

**Twin Wolf** shall configure the Customer’s web space with a unique, dedicated Internet Protocol Address (IP Address) for use during the term of this agreement. The IP Address is not transferable and remains the property of **Twin Wolf** at all times.

**Customer** desires to have the following primary domain name attached to the web space for the duration of this agreement:

\_\_\_\_\_

The registrar for the primary domain name is: \_\_\_\_\_  
Renewal and management of domain will be done by: Twin Wolf Customer

**Customer** desires to have the additional following domain names attached to the web space for the duration of this agreement:

Domain: \_\_\_\_\_  
Registrar: \_\_\_\_\_  
Renewal and management by: (circle one) Twin Wolf Customer

Domain: \_\_\_\_\_  
Registrar: \_\_\_\_\_  
Renewal and management by: (circle one) Twin Wolf Customer

Domain: \_\_\_\_\_  
Registrar: \_\_\_\_\_  
Renewal and management by: (circle one) Twin Wolf Customer

Domain: \_\_\_\_\_  
Registrar: \_\_\_\_\_  
Renewal and management by: (circle one) Twin Wolf Customer

Please check one to indicate additional information:

\_\_\_\_\_ Additional pages attached  
\_\_\_\_\_ No additional pages are attached

Additional domain names may be attached to **Customer** web space at any time during the term of this agreement. **Twin Wolf** may charge additional fees for all secondary domain names attached to **Customer** web space.

Domain Names, whether purchased from **Twin Wolf**, transferred to the **Twin Wolf** registry or renewed by **Twin Wolf** on behalf of **Customer**, remain the sole property of **Customer**. **Customer** agrees to list **Twin Wolf** as either the administrative or technical contact regardless of renewal and management functions provided by **Twin Wolf**.

**Customer** agrees to not hold **Twin Wolf** liable for any loss of registration, use of domain name, disputes, interruption of service or any damages that result from any action or negligence on the part of **Twin Wolf**. **Customer** is not bound to use Twin Wolf Domain Registry Services and accepts all risks and liabilities for its use.

**Twin Wolf** offers the use of SSL and a Digital Certificate for the encryption and digital signature of data transmitted over the Internet.

Customer desires the following: (check one)

- No Digital Certificate
- Shared Digital Certificate – **Twin Wolf** credentials
- Private Digital Certificate – **Customer** credentials

Renewal and management of the Digital Certificate is the responsibility of **Twin Wolf**. **Customer** agrees to furnish the necessary documentation to purchase and maintain the certificate as is required by **Twin Wolf** and the Certification Authority.

**Customer** agrees to not hold **Twin Wolf** liable for any loss of certificate, use of certificate and encryption, disputes, interruption of service or any damages that result from any action or negligence on the part of **Twin Wolf**. **Customer** is accepts all risks and liabilities for its use. Private Digital Certificates purchased from **Twin Wolf** remain the sole property of **Customer** at all times but may not be transferable upon termination of service with **Twin Wolf**.

**Customer** requires the following web hosting services:

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## **3.0 Standards of Service**

### **3.1 Connectivity**

**Twin Wolf** will provide connectivity of **Customer** web space to the Internet on a 24 hour a day, 7 day a week basis. Connectivity will be provided over a TCP/IP network using industry standard Internet ports of http, https, ftp, pop3, smtp and ssh.

**Customer** web space may become unavailable during times of regularly scheduled maintenance as well as during any interruption in connectivity that is beyond the control of **Twin Wolf**. The **Customer** hereby agrees to hold **Twin Wolf** harmless from any and all claims, actions, judgments and damages due to interruption of connectivity regardless of cause.

### **3.2 Bandwidth**

**Twin Wolf** may, at its sole discretion, charge an additional fee for any **Customer** whose web space, Internet traffic or general usage is resources intensive or excessive.

### **3.3 Maintenance**

**Twin Wolf** occasionally performs network and server maintenance as it determines is reasonably necessary to insure continuous high quality service. During maintenance times, the Twin Wolf Network and Customer's Web Space may be unreachable. **Customer** hereby acknowledges the necessity of occasional downtimes due to periodic maintenance. **Twin Wolf** will attempt to perform most network maintenance during off-peak hours to minimize impact to the **Customer**.

### **3.4 Monitoring**

**Twin Wolf** monitors all of its network and hosting servers 24 hours per day, 7 days per week. Notification and status of the internal monitors is not available to the **Customer**.

**Customer** may, at an additional fee, purchase individual monitoring service for **Customer** web space, domain and services.

### **3.5 Technical Support**

**Twin Wolf** will provide **Customer** up to two hours of free technical support via phone and email each month. Free technical support does not include support for Customer hardware issues, third party software or anything not directly under the control of the **Twin Wolf**.

#### **4.0 Policies and Conditions of Use**

**Twin Wolf** operates under the following policies and conditions of use. **Customer** agrees to abide by these policies and will be held responsible for any actions or use of the service and **Customer** web space regardless of relationship to the **Customer**.

#### **4.1 Billing Policy**

**Twin Wolf Website Hosting Service** is sold on either a monthly or annual basis. Monthly accounts are payable and due on or before the first day of each month for service of the upcoming month. Annual accounts are payable and due on or before the first day of the annual term.

**Payment not received within the first 15 days of the billing term will be considered delinquent.** Accounts that have become delinquent will have a \$5 or 15% late fee imposed which ever is greater. **Twin Wolf** reserves the right to terminate, without notice, any account that is not kept in good standing. Accounts terminated by **Twin Wolf** will be required to pay a \$25 service fee for reconnection of the web space and service.

**Payments will NOT be refunded, in whole or part, back to the Customer in the event of termination of an account for any reason.** All pre-payments, such as annual accounts, will be forfeited at the time of cancellation regardless of which party initiates the termination of service.

**Twin Wolf** accepts payment by credit card (VISA, Master Card, and Discover), check, cash or money order. To insure proper credit **Customer** will include their account identification with all payments. Returned checks or charges refused by a credit card company will incur a \$25 service fee.

**Twin Wolf** may, at its discretion, require cash-only payments or a monthly prepayment for frequently delinquent or troublesome accounts.

## **4.2 Acceptable Use Policy**

**Customer** agrees to use the **Twin Wolf** services within the acceptable guidelines at all times. The following is a non-exclusive list of prohibited actions that are a direct violation of this policy. Violations may result in immediate termination and possible criminal prosecution. **Twin Wolf** reserves the right to modify this policy it at any time without notice.

**Customer** is **NOT** permitted to...

- 4.2.1 Resell any **Twin Wolf** products or services without prior written consent of **Twin Wolf**.
- 4.2.2 Promote, display or participate in any deceptive on-line marketing practices. This includes but is not limited to all chain letters, multi-level marketing and pyramid schemes.
- 4.2.3 Send (Spam) unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material ("email spam").
- 4.2.4 Transmit, distribute or store any material in violation of any applicable law or regulation. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property used without proper authorization.
- 4.2.5 Forge any of mail header information (e.g. "spoofing").
- 4.2.6 Unauthorized access, alteration, destruction, or any attempt to circumvent the security controls both within the Twin Wolf Network and any adjoining public and private networks.
- 4.2.7 Knowingly engaging in any activities that could spread destructive or unwanted programs to another computer (e.g. "virus attack").
- 4.2.8 Knowingly engaging in any activities that could cause a denial-of-service to any computer system or network.
- 4.2.9 Advocate, solicit or participate in any criminal conduct.
- 4.2.10 Promote, advertise, link to or participate in the sale or distribution of any other product or service which is illegal in California, or at the location of a distributor or the recipient.

### **4.3 SPAM Policy**

**Twin Wolf** has an absolute zero tolerance policy regarding Spam, bulk email or Unsolicited Broadcast Email. **Customer** agrees that no such Spam or bulk email will be sent for any reason. This policy extends to but is not exclusive to the sending of advertising, surveys, sales promotions and any general broadcast type email.

**Customer** agrees that Spam originating on other networks with the obvious intent to advertise or direct attention to the **Customer** on the Twin Wolf Network will be treated as if the Spam originated here.

**Twin Wolf** may terminate without refund anyone found violating this policy. In addition **Customer** agrees to be liable for cleanup and damage cost associated with any such violation.

The **Customer** is not permitted to run any type of additional mail server or email broadcasting software regardless of content without written permission from **Twin Wolf**.

### **4.4 Availability**

**Twin Wolf** services and its system are provided on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind.

### **4.5 Changes to Service**

Services provided by **Twin Wolf** are expected to change from time to time. **Twin Wolf** reserves the right to change any service or feature currently being offered or its system without notice.

### **4.6 Termination, Suspension and Cancellation**

Either **Customer** or **Twin Wolf** may, at its sole discretion, terminate **Customer** account, with or without reason.

Termination by **Customer** requires written notice to prevent further billing of services.

**Termination or suspension of service does not release Customer from the liability of charges due.**

**Twin Wolf** may delete all **Customer** content upon termination.

**5.0 Limitation of Liability and Warrantee**

USE OF THE TWIN WOLF SERVICES AND SYSTEM AS WELL AS THE INTERNET AND ALL CONNECTED NETWORKS IS AT THE CUSTOMER’S SOLE RISK. TWIN WOLF DOES NOT WARRANT THAT ITS SERVICES AND SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES TWIN WOLF MAKE ANY WARRANTY AS TO THE RESULTS OF INFORMATION OBTAINED FROM ITS USAGE.

TWIN WOLF’S SERVICES AND SYSTEM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TWIN WOLF EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS ALLOWED BY LAW. UNDER NO CIRCUMSTANCES SHALL TWIN WOLF BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS. THE MAXIMUM LIABILITY OF TWIN WOLF TO ANY CUSTOMER SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER TO TWIN WOLF DURING THE MONTH PRECEDING THE CLAIM. THE USER AGREES TO INDEMNIFY AND HOLD HARMLESS TWIN WOLF, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, EMPLOYEES AND ITS OTHER USERS FROM ANY AND ALL CLAIMS, LIABLITIES, DAMAGES OR EXPENSES INLCUDING ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM ANY AND ALL USE OF THE CUSTOMERS ACCOUNT WHETHER OR NOT AUTHORIZED. THESE POLICIES AND CONDITIONS SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**6.0 Interpretation**

These policies and conditions supersede all other written and oral communications or agreements with regard to the subject matter.

I have read and agree to abide by all of the policies and conditions listed within this contract. I understand that the contract is self-renewing and can only be terminated as described above in section 4.6 In addition; I understand that Twin Wolf may modify its current operating policies without notice. I agree to uphold all such policies and to enforce those policies to anyone accessing the Twin Wolf Hosting Service and my web space.

Customer \_\_\_\_\_

Twin Wolf \_\_\_\_\_

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

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