

Web Hosting Agreement

This Agreement covers the terms and conditions under which Computerisms provides web-hosting services to the agreeing party. As an organization or individual applying for web-hosting services from the Computerisms, the Client accordingly agrees to the following:

1. TERMINOLOGY

In the Agreement, "we", "us" and "our" refer to Computerisms. "you" or "your" refers to the Client.

2. SERVICES

The "Service" contracted for in this agreement is web-hosting. Web-hosting is the provision of a location on the Internet where client website and email information is stored for public access.

3. FEES

As consideration for the Services, you agree to pay to us all applicable fees as specified for the service indicated. All fees payable hereunder are non-refundable.

4. ACCURACY OF INFORMATION

As further consideration for the Services, you agree to:

- (i) provide current, accurate and complete information about you, and
- (ii) notify us of any change so that this information is kept current, complete and accurate.

5. TERM OF AGREEMENT

You agree that this Agreement will remain in full force during the period paid for by you. Under usual circumstances, either party may cancel the service before the last day of a given month by providing notice by email or regular mail to the other party. While every reasonable effort is made to contact the Client when services are unused and/or unpaid, if this situation persists for a period exceeding 90 days, service may be cancelled by Computerisms without formal notice.

6. MODIFICATIONS TO AGREEMENT

You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the service provided under this Agreement. Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service on our web site, or on notification to you by e-mail or regular mail as per the Notices section of this agreement. You agree to review our web site, including the Agreement, periodically to be aware of any such revisions.

If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Service following notice of any revision to this Agreement or change in service, you shall abide by any such revisions or changes.

7. ADMINISTRATOR ACCOUNT

Your Administrator Account is the master user setup by us to allow you to (1) upload files to our server, (2) add, modify or delete user e-mail addresses through our web-based administration interface. In order to change any of your website files or user information, you must use this information. Please safeguard this information from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of this information.

8. SITE LEGITIMACY AND LEGAL USE

You represent that, to the best of the your knowledge and belief, the domain names used with this Service, nor the manner in which they are directly or indirectly used infringes the legal rights of any party, and that the web-site is not being used for unlawful purposes.

You further agree, unless otherwise authorized by us in writing, not to use the Services to deliver pornographic materials, as defined in our sole discretion, including, but not limited, to video or images of nudity, or people appearing in sexual situations. If, in our opinion you have used the Services for this purpose, we reserve the right to immediately terminate Services.

You further agree not to use the Services to deliver unsolicited bulk e-mail ("spam"). If, in our opinion you have used the Services for this purpose, we reserve the right to immediately terminate Services.

9. ANNOUNCEMENTS

We reserve the right to distribute information to you that is pertinent to the quality or operation of our services. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.

10. LIMITATION OF LIABILITY

You agree that our entire liability, and your exclusive remedy, with respect to any Service(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from

data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

11. INDEMNITY

You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, from claims by third parties, including but not limited to events relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you, or someone else using the Service with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. When we are threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in cancellation of your Service.

12. TRANSFER OF SERVICE

There is no provision to transfer the service to another party under this Agreement. Where a transfer of Service to another party occurs, it is deemed to have occurred by the original parties to this Agreement cancelling the Agreement, and the new parties entering into a new Agreement.

13. BREACH

You agree that failure to abide by any provision of this Agreement, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may cancel Service. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other, breach by you.

14. DISCLAIMER OF WARRANTIES

You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy

or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

15. INFORMATION

As part of the registration process, you will be required to provide us with personal information, and to update us promptly as such information changes such that our records are current, complete and accurate. We may also collect voluntary information to help us improve the products and services offered to you. Despite our best efforts to disclose this information, we do not warrant that the registration process will identify what information is mandatory and what is voluntary.

16. DISCLOSURE AND USE OF REGISTRATION INFORMATION

For the purpose of the Service in this Agreement, we do not generally need to disclose information to other parties. However, you agree and acknowledge that we may make the information available to other parties at our discretion, including, but not limited to law enforcement agencies in Canada or elsewhere, as requested by them.

You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of your information by us.

We will take reasonable precautions to protect the information we obtain from you from our loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.

17. REVOCAION

Your wilful provision of inaccurate or unreliable information, your wilful failure to promptly update information provided to us, or your failure to respond for over fifteen calendar days to enquiries by us concerning the accuracy of contact details associated with the this Agreement shall constitute a material breach of this Agreement and be a basis for cancellation of the Service.

18. RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse Service within thirty (30) calendar days from receipt of your payment for such services. We agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to provide Service.

19. SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

20. NON-AGENCY

Nothing contained in this Agreement or the Dispute Policy shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

21. NON-WAIVER

Our failure to require performance by you of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

22. NOTICES

Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. EST, otherwise it will be deemed to have been delivered on the next business day. In the case of regular mail notice, valid notice shall be deemed to have been validly and effectively given 5 business days after the date of mailing and, in the case of notification to us shall be sent to:

Computerisms

Box 40185

Whitehorse, Yukon Y1A6M9

Canada

and in the case of notification to you shall be to the address specified in your "Account Information".

23. ENTIRETY

You agree that this Agreement, the rules and policies published by us are the complete and exclusive agreement between you and us regarding our Services. This Agreement supersedes all prior agreements and understandings, whether established by custom, practise, policy or precedent.

24. GOVERNING LAW

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Yukon Territory and the laws of Canada applicable therein without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in Yukon Territory, and you irrevocably

consent to the jurisdiction of such courts.

25. INFANCY

You attest that you are of legal age to enter into this Agreement.

26. TRANSFERABILITY

Should Computerisms be legally separately incorporated, acquired, taken over or merged with another company, the new entity will be deemed to have taken over all responsibilities of Computerisms with regards to this contract, with the contract remaining in full force and effect.

27. ACCEPTANCE OF AGREEMENT

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

ATTACHMENT OF THIS AGREEMENT TO AN EMAIL ADDRESSED TO BOB@COMPUTERISMS.CA SIGNIFIES YOUR ACCEPTANCE AND AGREEMENT OF THESE TERMS.