

ContentPros™ LLC  
Web Site and Email Hosting Service Agreement

This Web Site and Email Hosting Service Agreement ("Agreement") is by and between ContentPros™, LLC ("ContentPros™"), a/an Colorado Corporation, and you, your heirs, assigns, agents and contractors ("You") and is effective as of the date your website and email services are made available. This Agreement sets forth the terms and conditions of Your use of ContentPros's Web Site and Email Hosting (collectively, the "Services") and represents the entire agreement between You and ContentPros™. By using the Services, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies, including the Universal Terms of Service which ContentPros™ may establish from time to time. Such Agreements may be found [www.ContentPros.com](http://www.ContentPros.com).

In addition to website and email services transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with ContentPros™, whether or not the transactions were in Your behalf.

## **1. Description of Service**

ContentPros™ currently provides the Services to its customers for a monthly service fee. ContentPros™ will host Your web site on ContentPros™'s servers, provided, however, you abide by the terms and conditions set forth herein and in each of ContentPros™'s policies and procedures. ContentPros™ is the sole owner of the content management system used to render websites and maintains all licenses and hosting agreements necessary for the delivery of the web site service. Termination of this agreement also terminates any rights associated with access to the content management system and any licenses associated with such system or systems.

### **License of Your website content**

ContentPros™ grants to You, and You accept from ContentPros™, a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet Your website content in connection with ContentPros™'s performance or enforcement of this Agreement.

### **Availability of Services**

Subject to the terms and conditions of this Agreement, ContentPros™ shall attempt to provide the Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. You agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that ContentPros™ may

undertake from time to time; or (iii) causes beyond the control of ContentPros™ or that are not reasonably foreseeable by ContentPros™, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures. You agree that ContentPros™ has no control of availability of the Services on a continuous or uninterrupted basis.

### **Service Availability Guarantee.**

ContentPros™ offers a service uptime guarantee for the Services of 99.9% ("Service Uptime") of available time. If ContentPros™ fails to maintain this level of service availability, You may contact ContentPros™ and request a credit of 5% of Your monthly hosting fee from ContentPros™ for that month. The credit may be used only for the purchase of further products and services from ContentPros™, and is exclusive of any applicable taxes. The credit does not apply to service interruptions caused by (i) periodic scheduled maintenance or repairs that ContentPros™ may undertake from time to time; (ii) errors caused by You from custom scripting or coding; (iii) outages that do not affect the appearance of the web site but merely affect access to the web site such as email and administrative access; (iv) causes beyond the control of ContentPros™ or that are not reasonably foreseeable by ContentPros™; and (v) outages related to the reliability of certain programming environments. Total Service Uptime shall be solely determined by ContentPros™ and shall be calculated on a monthly basis.

### **Web Site Content**

You shall be solely responsible for providing, updating, uploading and maintaining Your website and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through Your web site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. Your web site content shall also include any registered domain names provided by You or registered on behalf of You in connection with the Services. Notwithstanding anything in this Agreement to the contrary, in no event shall Your web site consist of any of the following types of content: pornographic, obscene or excessively profane content or content intended to advocate or advance computer hacking or cracking, gambling, illegal activity, drug paraphernalia, hate, violence or racial or ethnic intolerance.

### **SSL Certificates**

Any SSL certificate You purchase from ContentPros™ or its affiliates to use in conjunction with the Services provided by ContentPros™, is intended for its specific use as described in the Subscriber Agreement and will not be exported from the server to be used with any other web hosting service. If You are using an SSL certificate on a web site hosted by ContentPros™, ContentPros™ will generate and securely store a corresponding private key.

For security reasons, at no time will ContentPros™ release Your private key, even if You request it except upon termination of Your account with ContentPros™. If You wish to export Your SSL certificate for use on a non ContentPros™ server, You will need to make a request to ContentPros™ no earlier than 30 days after Your initial SSL subscription began and within thirty (30) days of the cancellation of Your account with ContentPros™.

### **Information Shared with Partners**

As a condition of purchasing and using the Services, You acknowledge and agree that ContentPros™ may provide Your personal information to their partners, as required to provide the plans for which You are purchasing.

## **2. Your Obligations**

You acknowledge and agree that ContentPros™ shall have the right to seek justification in connection with Your use of the Services and that You shall be obligated to provide any and all information reasonably sought by ContentPros™ pursuant to such justification. In connection with such purchase, You acknowledge and agree that Your name and justification may be disclosed to certain registries, including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois.

Upon the expiration of Your initial hosting service term, Your hosting service shall automatically renew for the same period of time and Your payment method shall be charged for the renewal term on the renewal date. You acknowledge and agree that in the event You do not desire to automatically renew Your hosting services for the same period of time, it is Your responsibility and obligation to terminate Your account with ContractPros. Termination of Your account with ContentPros™ must be submitted in writing, either electronically (email or fax) or otherwise (physical document presented to ContentPros™ address of record) and must be submitted at least thirty (30) days prior to the cancellation date.

You represent and warrant to ContentPros™ that: Your Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person and that You own Your website content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within Your web site. If Your web site includes GIF images you must ensure that your GIF images are licensed with Unisys or were created with Unisys Authorized Software. You also warrant that the web site being hosted by ContentPros™ will not be used in connection with any illegal activity.

You are responsible for ensuring that there is no excessive overloading on ContentPros™'s DNS or servers. In the event that You exceed Your allotted bandwidth and thereby overload ContentPros™'s DNS or servers, You shall be assessed any and all fees, costs and penalties associated with such overloading. You may not use ContentPros™'s servers and Your web site as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and ContentPros™ reserves the right to remove sites that contain information about hacking or links to such information. Use of your web site as an anonymous gateway is prohibited. ContentPros™ prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by ContentPros™. You agree that ContentPros™ reserves the right to remove Your web site temporarily or permanently from its servers if ContentPros™ is the recipient of activities that threaten the stability of its network.

You agree not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to: (i) disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email on a daily basis, provided, ContentPros™, in its sole discretion, may permit You, if You have a legitimate purpose and after request, to send more email than ContentPros™'s standard STMP relay limit; (ii) disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication; (v) export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (vi) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which You do not have authorization to access or at a level exceeding Your authorization; (vii) disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program; (viii) engage in any other activity deemed by ContentPros™ to be in conflict with the spirit or intent of this Agreement or any ContentPros™ policy; or (ix) use Your server as an "open relay" or similar purposes.

### **Storage and Security**

At all times, You shall bear full risk of loss and damage to your web site and all of Your web site content. You are entirely responsible for maintaining the confidentiality of Your password and account information. You agree that you are solely responsible for all acts, omissions and use under and charges incurred with Your account or password or in connection with the Site or any of Your web site content displayed, linked, transmitted through or stored on the Server. You shall be solely responsible for undertaking measures to: (i) prevent any loss or damage to Your web site content; (ii) maintain independent

archival and backup copies of Your web site content; (iii) ensure the security, confidentiality and integrity of all your web site content transmitted through or stored on ContentPros™ servers; and (iv) ensure the confidentiality of Your password. ContentPros™'s servers are not an archive and ContentPros™ shall have no liability to You or any other person for loss, damage or destruction of any of Your content. You shall at all times use the Services as a conventional and/or traditional web site. You shall not use the Service in any way, in ContentPros™'s sole discretion, that shall impair the functioning or operation of ContentPros™'s Services or equipment. Specifically by way of example and not as a limitation, You shall not use the Services as a repository or instrument for placing or storing archived files and/or material that can be downloaded through other web sites.

In the event You terminate, moving your web site off of the ContentPros™ servers is Your responsibility. ContentPros™ will not transfer Your web site to another provider. In the event Your use of the Services is terminated, ContentPros™ will not transfer or manage Your Services or Your website content.