AGREEMENT TO HOST WEBSITE

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This Agreement to Host a Website (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the " Service Provider "), a company organised and existing under the laws of [Country], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [CUSTOMER NAME]** (the "Customer"), a company organised and existing under the laws of [Country], with its head office located at:

 [COMPLETE ADDRESS]

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

By clicking on the “Accept” button, you (the “Customer”) agree to accept and to abide by all terms and conditions outlined in the “[YOUR COMPANY NAME] Agreement to Host a Website,” as such Agreement now exists or as amended from time to time hereafter. Failure to honour all such terms and conditions shall be grounds for immediate termination of the service and removal of the Customer’s website from the Provider’s server. In addition, such breach shall subject the Customer to such claims for damages and reimbursements as might be appropriate in the circumstances.

WHEREAS the parties intend by this Agreement to set forth the terms and conditions upon which the Provider will host the Customer’s website on its (the Provider’s) web server;

IN CONSIDERATION of the mutual promises and conditions set forth below, the parties do hereby covenant and agree as follows:

1. The Provider agrees to host the Customer’s website on the Provider’s server, subject to and based upon the terms and conditions outlined in this Agreement.

2. The Customer’s web site will reside within its domain and shall have a URL address based upon that domain. The said domain and URL shall be and remain the property of the Customer or other domain name granting authority (as the case may be), and the Customer’s sole right with respect thereto shall be to use the name for the duration and upon the terms and conditions stated in this Agreement.

3. The Provider’s provision of storage space for websites on its server dictates the Provider’s responsibility towards Customer's website.

4. The Customer is solely and exclusively responsible for the design, development, content (subject to requirements outlined in paragraph 5 below), update, refreshment, modification, etc., concerning the Customer’s website. The Customer must provide all materials necessary to create and maintain the Customer’s personal or business website. The Customer must provide all equipment necessary to access a website on the Provider’s server.

5. The Customer is solely responsible for the content of his or her website; provided, however, that the Customer hereby agrees that he/she/they will not, directly or indirectly, by its website send, submit, post, receive or otherwise facilitate the transmission of any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate.

6. The Customer will comply with all provincial, country and local laws and it is the Customer’s responsibility to become acquainted with said laws.

7. The Customer will pay to the Provider the sum of [AMOUNT] per month for [NUMBER] megabytes of disc space for a website and domain. The Provider will also collect from the Customer all Country, [PROVINCIAL/STATE] and/or local excise taxes, if any, attributable to the Customer’s acquisition of storage.

8. The Customer acknowledges and agrees that the Provider will incur no liability for any claim, whether sounding in contract, tort, warranty, strict liability, product liability or any other theory of recovery (including negligence but excepting only intentional malfeasance) relating in any manner to the Customer’s web page.

9. The Customer will indemnify and hold the Provider harmless from and against all claims, damages, costs (including costs of defence) from any source or for any reason relating directly or indirectly to the Customer’s website.

10. The Customer hereby represents and warrants that he, she or they is/are eighteen years of age or older, and is under no disability that would render him or her unable to enter into, be fully bound by and fully perform by the provisions of this Agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

SERVICE PROVIDER CUSTOMER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title