

Welcome to PHD Consulting host server services. PHD Consulting is dedicated to providing the best possible service for our clients. This letter is an introduction to our policies and procedures regarding website hosting services. Clients of PHD Consulting are referred to as the customer in this document.

Domain Name Information

DOMAIN: _____

Trouble Reporting

All reporting inquiries are to be initiated via email to: support@phdconsulting.biz or by phone to (207)368-4653. Please be specific when describing your problem. A reply with a resolution or interim answer will be sent to you within one (1) business day. PHD Consulting will make a diligent effort to resolve any problems related to PHD Consulting, its partners, hardware or supporting software.

Contract

Contract is for a minimum of 12 months. Any customer that would terminate their contract before this period of time would have to pay the remaining dollar amount of the contract.

Billing

Billing is on a monthly basis, unless otherwise negotiated.

Web Service Terms and Conditions

This agreement represents the complete agreement and understanding between PHD Consulting and our Customers or clients and supercedes any other written or oral agreement.

Upon notice published on-line or in writing PHD Consulting may modify the terms and conditions contained herein and may discontinue or change the services offered in the event of Customer's failure to comply with the following provisions.

1. SERVICE

PHD Consulting, as a retailer for Internet World Wide Web service, provides access to dedicated server computer that is integrated into the Internet. The use of any data or material by the Customer via the service provided by PHD Consulting is at the Customer's or web site owners sole and absolute risk. PHD Consulting specifically disclaims and denies any responsibility for the completeness and/or accuracy of quality of any and all information obtained through the services to be provided hereby.

2. USE OF SERVICE

This agreement hereby is intended for the use of only one web site. It is for the exclusive use of the Customer specifically named above and does not extend to any other person or entity. Customer may not resell, or host to third parties. The customer is solely responsible for the content on the above stated site and is bound by the terms under this agreement.

3. NO WARRANTIES

PHD Consulting will utilize its best efforts to maintain acceptable performance of the contracted services, but PHD Consulting and their partners make absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. PHD Consulting and their partners cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. PHD Consulting will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system. PHD Consulting shall not be liable to Customer or any of its customers for any claims or damages which may be suffered by Customer or its customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non deliveries, or service interruptions whether or not caused by the fault or negligence of PHD Consulting.

4. INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold harmless from any and all demands, liabilities, losses, costs, claims, including reasonable attorney's fees, ("Liabilities") against PHD Consulting, its agents, its partners, its customers, servants, officers, employees, that may arise or result from any services provided, performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless PHD Consulting against Liabilities arising out of any injury to person or property caused by any products sold or distributed in connection with PHD Consulting and partner's server; and material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party; copyright infringement and any defective product which Customer sold on PHD Consulting and partners Server. As a result of this, Customer agrees that PHD Consulting shall not be liable to Customer for any claims of actual, compensatory and/or consequential damage which may be suffered by Customer, including, but not limited to, losses or damages due to the loss data resulting from delays, non deliveries, or service interruptions caused by the fault or negligence of PHD Consulting. Notwithstanding the above mentioned, Customer's exclusive remedies, damages, losses and causes of actions shall not exceed the aggregate dollar amount which Customer paid during the term of this Agreement.

5. DOMAIN NAME

PHD Consulting will acquire, at the request of the Customer, an Internet Domain Name on behalf of the Customer. In such case the Customer hereby waives any and all claims which it may have against PHD Consulting for any loss, damage, claim or expense arising out of, or in relation to, registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists. Any costs incurred by PHD Consulting in obtaining or maintaining a domain name for Customer or its customers shall be at the expense of the Customer. Renewal fees for domain registration shall be at the expense of the Customer.

6. INVOICING AND SERVICE FEES

Invoicing for web site shall be as follows: Customer shall be billed in accordance with the above stated terms, unless otherwise agreed upon. Payments of the service fee will be done upon inception (sign-up date). In the event that Customer shall fail to pay in advance for the services provided herein or in the event there shall exist any delinquency in the Customer's account then in such event PHD Consulting reserves the right, in its sole, absolute and unfettered discretion, to terminate this agreement and discontinue service to Customer without notice or liability for actual compensatory or consequential damages to Customer for the interruption in service. PHD Consulting shall be entitled to unilaterally terminate this agreement, in which case the provisions of paragraph 1,2, 3, 4, and 5 shall continue in full force and effect, and/or, at its sole discretion, PHD Consulting may discontinue or suspend service to Customer until payment is made. Any service disconnection or suspension will result in the requirement of a re-connect fee. Initial service and set-up fees shall be similar to the initial contract.

7. CANCELATIONS

All cancellation in accordance with the terms and conditions contained herein must be submitted in writing and mail to PHD Consulting, P.O. Box 388, Newport, ME. All Customer accounts must be paid in full before the transaction will be considered complete. PHD Consulting reserves the right to cancel the agreement with out due cause at any time during the execution of the agreement.

8. TAXES

Customer shall be responsible for paying all taxes of any nature which except for taxes on PHD Consulting income, irrespective of which party may be responsible for reporting or collecting such taxes.

9. MODIFICATIONS

PHD Consulting reserves the right to make changes to any of the above terms and conditions of this agreement upon thirty (30) day written notice to Customer, advising of the change and the effective date thereof, but with changes in monthly service fees being effective only at the end of any calendar month for which Customer has already prepaid. The use of the service by the Customer following the effective date of such change shall be proof of acceptance by Customer of such change (s).

10. ENTIRE AGREEMENT AND SEVERABILITY

This instrument constitutes the entire agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter contained in this agreement. This instrument supercedes any other agreement or understanding between the parties, whether written or oral. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement which it evidences, shall remain in full force and effect, IN WITNESS WHEREOF the parties hereto intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting their ability to enter in to this agreement for the person or entitle herein named as a party hereto.

11. RESTRICTIVE USE

The Customer may only use PHD Consulting services for lawful purposes. In the event that at any given time, PHD Consulting believes that the service is being used by the Customer in contravention with any of the terms and provisions contained in this Agreement, PHD Consulting has the right to immediately discontinue such service to Customer without liability other than to refund any unearned prepaid service fees. The following are restrictive uses and shall be cause for the immediate termination of web services and this Agreement without notice to the Customer:

- Unauthorized distribution or copying copyrighted software, violation of US export restrictions, embarrassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities;
- Unsolicited advertising via email and/or "Spamming" is a violation of State and Federal Law and is otherwise a violation of this agreement. Such prohibited conduct subjects Customer to immediate cessation of service as provided herein and the termination of this agreement without notice. PHD Consulting reserves the right to report such illegal activities to any and all regulatory, administrative and/or governmental authorities for appropriate prosecution. In addition, PHD Consulting will charge One Dollar (\$1.00) per email recipient for any such activity;
- Using a non-existing email return address on a commercial solicitation, spamming (sending unsolicited advertising to numerous email addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user), trolling (posting outrageous messages to generate numerous responses, mail bombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, or attempting without authorization to enter into a secured computer system. PHD Consulting reserves the right to determine what is Net abuse;
- Tortuous conduct such as posting of defamatory, libelous, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyright, or other intellectual property rights;
- The Customer expressly understands and agrees that Adult oriented Websites featuring nudity and acts of a sexual nature are not allowed under this general server hosting agreement.
- MUDDS, List servers or any other Internet application that are not Website specific, are specifically prohibited, such sites are subject to additional setup and hosting fees as provided in paragraph six (6) herein;
- Any other misuses of the system resources, such as employing posts or program which consume excessive CPU time or storage space, permitting use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for the customer's accounts, or resale of access to CGI scripts installed on our servers.

I agree to the terms of this contract:

Customer Signature _____ Date _____

Printed Name _____