

TERMS OF SERVICE:



Terms of Service: Please read the information below. In order to use our services you must to agree to these terms and conditions or your order will not be processed.

The following words used in context with the Service Contract are defined as follows:

Provider: L.A. Web Media

Client: The person/entity applying for hosting services

The Provider agrees to provide, and Client agrees to receive, access to the virtual server or Web hosting services according to the following terms and conditions. The client understands that L.A. Web Media does not provide dial-up connection, in order to keep our clients web sites operating at peak efficiency:

1. Client will use the Web hosting packages and all other provided services in a manner consistent with any and all applicable laws of the State of California and the US Federal Government.
2. Provider reserves the right, in its sole discretion, to deactivate the Client's virtual server or Web hosting account(s) without further warning upon an indication of credit problems including delinquent payments, or if this service contract is violated, or if Clients's account or the traffic on this account causes any kind of network or server problem / disturbances.
3. The provider service is provided on an as is, as available basis. The provider gives no warranty, expressed or implied, for the web hosting packages and all other services provided, including, without limitation, warranty of merchantability and warranty of fitness for a particular purpose. This no warranty expressly includes any reimbursement for losses of income due to disruption of service by provider or its providers beyond the fees paid by client to provider for services.
4. Provider is not responsible for any damages arising from Client's use of Provider or by Client's inability to use the virtual servers, Web hosting packages and any other services for any reason.
5. While Provider shall make every reasonable effort to protect and backup data for Client on a regular basis, Provider is not responsible for Client's files residing on Provider. Client is solely responsible for independent backup of data stored on Providers server and network.
6. Client hereby agrees that all domain names and any material submitted for publication on provider through client's account(s) will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful. Any potentially illegal activity may be deactivated without warning by the provider. Client hereby agrees to indemnify and hold harmless the provider for any claim resulting from the submission of illegal materials.
7. Client hereby agrees that all domain names and any material submitted for publication on provider through client's account(s) will not contain anything leading to an abusive or unethical use of the icp virtual server or web hosting product(s) or the host server(s). Abusive and unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, warez, mp3s and any harassing and harmful materials or uses. Client hereby agrees to indemnify and hold harmless the provider from any

claim resulting from your publication of materials or your use of those materials. Provider may or may not give notice before deactivating the use of an account(s) which the provider decides is an abusive or unethical use of the virtual server account(s) or host server(s). provider may charge a \$50 deactivation fee if clients violation leads to an account deactivation or suspension.

8. Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. Provider is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider or its customers may utilize.

9. Use of distribution lists via unsolicited electronic mail or other mass electronic mailings (UCE) is strictly prohibited. Provider reserves the right to deactivate the Client's virtual server or Web hosting account(s) upon an indication of such activity without further notice. Client hereby agrees to indemnify and hold harmless the provider from any claim resulting from the Client's or another party's use of electronic mail service(s) on the Client's virtual server or Web hosting account(s). Provider reserves the right to charge a \$50 deactivation fee, if client's violation of provider's anti-spamming policy leads to an account deactivation or suspension.

10. In the event it is necessary to refer any dispute to an attorney, a collection agency, or resolve it in a court of law, the prevailing party will be entitled to an award of reasonable attorney's fees, collection fees, and all costs associated with any legal action, whether or not a suit shall actually be filed. Place where the contract is signed and fulfilled shall be Los Angeles, California, United States of America.

11. Client acknowledges that all orders, sales, rents, time frames, and terms are final. Once the service is ordered (i.e. by clicking the order button of the online order form) there are no refunds if the service contract is canceled by client before the regular expiration date / anniversary date. All server and hosting contracts are automatically renewed for another term unless a written notice of cancellation has been given by either party at least two weeks in advance of the renewal date / anniversary date. If no correct notice of cancellation will be given, all contracts will automatically renewed for another term under the same conditions. If an account has been setup and the initial rent and setup fee is not paid within 4 days, provider has the right to immediately close the account and to refuse service.