AGREEMENT TO GRANT VIRTUAL SERVER ACCESS

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This Agreement to Grant Virtual Server Access (the “Agreement”) is made and effective [DATE],

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

 [YOUR COMPLETE ADDRESS]

**AND: [SERVICE PROVIDER]** (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:

THIS USER AGREEMENT governs the terms of use by the Customer of the services offered by [YOUR COMPANY NAME] (“the Provider”).

the Provider agrees to grant access of its virtual server services to the Customer according to the following terms and conditions:

1. **DEFINITION OF DUTIES**

The Customer acknowledges and agrees terms under this Agreement are for website hosting services made available by the Provider. The Provider is not responsible for the Customer site maintenance, changes, modifications, HTML coding, scripting, or programming, now or in the future.

1. **COMPENSATION**

The Customer hereby retains the Provider, and the Provider hereby agrees to provide website hosting for the Customer according to the terms listed in the Agreement.

1. **PAYMENT FOR SERVICES**

3.1 The Customer will pay for services provided under this Agreement by invoices submitted to the Customer by the Provider. When initiating service, the Customer will be charged the published set-up fee for the service plan selected, as well as a prorated partial month charge according to the service plan for the number of days remaining in the calendar month from the time of initiation of service until the end of the month in which service is initiated.

3.2 On or about the first day of every month thereafter, The Customer will be invoiced for a monthly payment for services according to the Provider’s published schedule. If this Agreement is terminated on some day other than the last day of the month, the Customer will be obligated to pay for only the *pro rata* portion of the monthly service plan charge for the month in which the service is terminated. The Provider shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for one year from the date of the respective invoices.

1. **LATE PAYMENT**

Full payment is expected within thirty days of invoice and the Provider shall impose finance fees for any account that is more than [NUMBER] days past due. At [NUMBER] days past due, the account will be locked. Locked accounts will be unlocked only upon receipt of all payments due.

1. **TERM**

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been satisfied. Either party to this Agreement may terminate this Agreement with or without cause by providing at least thirty days’ written notice to the other party. If either party is in default under this Agreement (including non-payment), then the non-defaulting party may also immediately terminate the Agreement without prior notice to the other party. This Agreement will automatically renew for successive [NUMBER] month periods unless cancelled in writing before the monthly renewal date.

1. **COMPLIANCE WITH THE LAW**

The Customer will ensure to abide by all applicable local, provincial, and country laws and regulations, when using the services provided by the Provider.

1. **PROHIBITION OF PUBLICATION OF CERTAIN MATERIAL**

The Customer shall not knowingly or unknowingly submit to the Provider for publication any of the following material (including pictures, links, or any other content):

7.1 any material which violates or infringes any copyright, trademark, trade secret, patent, statutory, common law or other proprietary rights of others;

7.2 any material that is libellous or slanderous;

7.3 any material which is or contains anything obscene or pornographic; or

7.4 distribution lists to be used via unsolicited electronic mail or other mass electronic mailings.

Due to the public nature of the Internet, all material submitted by the Customer for publication will be considered publicly accessible. The Provider does not screen in advance the Customer’s material submitted to the Provider for publication. The Provider’s publication of material submitted by the Customer does not create any express or implied approval by the Provider of such material, nor does it indicate that such material complies with the terms of this Agreement.

1. **LIMITATION/DISCLAIMER OF LIABILITY**

8.1 The 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 utilise.

8.2 The Provider does not represent or warrant to the Customer that the Customer will receive continual and uninterrupted service during the term of this Agreement. The Provider is not liable for any damages resulting from or related to any failure to provide service under this Agreement if the failures are due to causes beyond the Provider’s control. These failures will not constitute a default under this Agreement.

1. **INDEMNITY**

The Customer agrees to defend, indemnify and hold the Provider harmless from and against any and all claims, losses, liabilities and expenses (including lawyers’ fees) related to or arising out of the services provided by the Provider to the Customer under this Agreement, including without limitation claims made by third parties (including Clients of Customer) related to any false advertising claims, liability claims for products or services sold by the Customer, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by the Customer for publication by the Provider, but excluding those related to the negligence of the Provider.

1. **RESALE OF THE PROVIDER’S SERVICE**

The Provider does not allow, approve nor authorise the Customer to act as a “reseller” of the services provided by the Provider to the Customer. The Customer’s obligations shall apply to any claims made against the Provider which arise out of the unauthorised resale of the Provider’s services.

1. **IP ADDRESSES**

The Provider maintains control and any ownership of any IP numbers and addresses that may be assigned to the Customer and reserves in its sole discretion the right to change or remove any IP numbers and addresses.

1. **FILE BACK-UP**

The Customer is solely responsible for independent back-up of data stored on the Provider’s servers.

1. **WARRANTIES BY THE PROVIDER**

The Provider represents and warrants to the Customer that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any state/provincial and municipal law. However, the Customer will not determine or exercise control as to general procedures or formats necessary to have these services meet the Customer’s satisfaction.

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

# PROVIDER CUSTOMER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title