



## TERMS AND CONDITIONS AGREEMENT FOR SERVICES

This agreement is between Big Mountain Internet Solutions, LLC (herein known as Big Mountain) and the Customer for the purposes of Website, Email and/or Data Hosting.

### I. Financial Arrangements:

1. Unless otherwise stated, agreement for hosting services is month to month, beginning upon commencement of service.
2. Unless otherwise stated, the first full month's charges, prorated charges and a non-refundable setup charge, if any, shall be due upon receipt of agreement regardless of the status of domain name application/transfer or any other forces beyond the control of Big Mountain.
3. This agreement will automatically renew month to month for the life of the agreement until cancelled in writing. Customers paying by check or money order will receive an invoice for any recurring and non-recurring charges. Invoices may be mailed via US Postal Service or emailed via PDF format each month and payment is due upon receipt. Customers paying by credit card and who have signed up for recurring auto pay options, expressly agree to have their credit card account billed monthly for all recurring and non-recurring charges for the life of the agreement including any automatic renewal periods. Big Mountain reserves the right to charge a late fee of 5% if payment is not received within 30 days.
4. Agreement for design services requires 50% of agreed upon amount, as provided in the written estimate, to commence work on the project and is due immediately. The remaining 50% balance is due upon project completion.
5. If Customer's account becomes more than 60 days past due, Customer's website, data and/or email may be removed from Big Mountain servers and account may be referred to our collection agency.

### II. Taxes:

1. Big Mountain shall not be liable for any taxes or other fees to be paid in accordance with or related to sales made from the Customer using Big Mountain's servers. The Customer agrees to take full responsibility for all taxes and fees of any nature associated with such products sold by the Customer.

### III. Material and Products:

1. The Customer will provide Big Mountain with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of Big Mountain. Big Mountain shall make no effort to validate this information for content, correctness or usability.



2. Use of Big Mountain's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the Customer's Website, data and/or email by the Customer.

3. Unless the Customer has agreed upon additional website design and/or maintenance services provided by Big Mountain, the Customer agrees that he or she has the necessary knowledge to create the Customer's Website, data and/or email. The Customer agrees that it is not the responsibility of Big Mountain to provide this knowledge or Customer Support outside of the defined service of Big Mountain.

4. Big Mountain will exercise no control whatsoever over the content of the information passing through the network. Big Mountain makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Big Mountain also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Use of any information obtained by way of Big Mountain is at the Customer's own risk, and Big Mountain specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and does not represent guarantees of available end-to-end bandwidth. Big Mountain expressly limits its damages to the Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Big Mountain specifically denies any responsibilities for any damages arising as a consequence of such unavailability. In the event that this material is not "Server-ready", Big Mountain may, at its option and at any time, reject this material, including but not limited to after it has been put on Big Mountain's Server. Big Mountain agrees to notify the Customer immediately of its refusal of the material and afford the Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of Big Mountain. If the Customer fails to modify the material, as directed by Big Mountain, within a reasonable period of time, which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.

#### IV. Trademarks & Copyrights:

1. The Customer warrants that it has the right to use the applicable trademarks, if any. Design services contracted between Big Mountain and the Customer (to include Website Development, Graphic creation, or Text), not provided by Customer, does not belong to Customer until any/all payments, have been paid in full, at which time Big Mountain will release full Copyright and ownership to the Customer. Big Mountain also reserves all rights to all media, whether printed or electronic, on behalf of Big Mountain.

#### V. Hardware, Equipment & Software:

1. The Customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access Big Mountain services. Big Mountain makes no representations, warranties or assurances that the Customer's equipment will be compatible with Big Mountain services.

#### VI. Age:

1. The Customer certifies that he or she is at least 18 years of age.



#### VII. Internet Etiquette:

1. The Customer may not use Big Mountain servers for the purpose of Mass Electronic Junk mail or Spam. The Customer may not use Big Mountain servers for excessive computation time inappropriate for Internet Web servers. The Customer may not install in his/her account any program, which presents a security problem on that server. Big Mountain reserves the right to immediately cancel any service account, which is causing a disruption of services for other customers. Electronic forums such as mail distribution lists and Usenet news groups all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of Big Mountain may not be used to impersonate another person or misrepresent authorization to act on behalf of others or Big Mountain. All messages transmitted via Big Mountain should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

2. The Customer may not run any software, applications, or other processes on Big Mountain servers without the express written permission of Big Mountain.

#### VIII. Termination:

1. This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notice must be made by mail or electronic mail. Big Mountain will not accept terminations over the telephone. Notwithstanding the above, Big Mountain may terminate service under this Agreement at any time, without penalty, including removing Customer's Website, data and/or email from Big Mountain servers, if the Customer fails to comply with the terms of this Agreement, including non-payment. Big Mountain reserves the right to charge a reinstatement fee.

#### IX. Limited Liability:

1. The Customer expressly agrees that use of Big Mountain's Server is at the Customer's sole risk. Neither Big Mountain, nor its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that Big Mountain's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Big Mountain Server service, unless otherwise expressly stated in this Agreement.

2. Under no circumstances, including negligence, shall Big Mountain, its officers, agents or anyone else involved in creating, producing or distributing Big Mountain's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Big Mountain Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Big Mountain's records, programs or services. The Customer hereby acknowledges that this paragraph shall apply to all content on Big Mountain's Server service.



3. Notwithstanding the above, the Customer's exclusive remedies for all damages, losses and causes of actions whether in agreement, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which the Customer paid during the term of this Agreement and any reasonable attorney's fee and court costs.

X. Lawful Purpose:

1. The Customer may only use Big Mountain's Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

XI. Indemnification:

1. The Customer agrees that it shall defend, indemnify, save and hold Big Mountain harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Big Mountain, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Customer, its agents, employees or assigns. The Customer agrees to defend, indemnify and hold harmless Big Mountain against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with Big Mountain's Servers; (ii) any material supplied by the Customer infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which the Customer sold on the Big Mountain Servers.

XII. Agreement Revisions:

1. Big Mountain reserves the right to modify or revise this Agreement at any time. Revisions will be considered agreed to by the Customer on renewal of Big Mountain services as specified in Section I. Financial Arrangements.

XIII Transfer:

1. The Customer may not transfer this agreement without the written consent of Big Mountain.

BY USE OF BIG MOUNTAIN'S SERVERS, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THESE TERMS AND CONDITIONS IN FULL AND ACCEPTS ALL TERMS AND CONDITIONS AS STATED ABOVE.