

# Master Service Agreement

## Legal

This Master Service Agreement shall constitute a binding contractual agreement between **Singularity Hosting LLP** a Web Hosting Service Provider hereinafter ("The Webhost") and the subscriber of services ("Customer"). The Master Service Agreement shall include the Terms of Service (TOS), the Acceptable Use Policy (AUP), the Service Level Agreement (SLA) and the Privacy Agreement (PA). Customer agrees to be bound to all agreements found herein.

The TOS, AUP, SLA, and PA are subject to change with thirty (30) days notice to the parties described herein.

**Section I: Terms of Service**

**Section II: Web Hosting Agreement**

**Section III: Website Management Agreement**

## Section I: Terms of Service (TOS)

Customer agrees to the following terms of service:

**1. Term:** Customer agrees to a contract term spanning the billing cycle for services unless otherwise agreed to in writing. The periodic contract for services is automatically renewed at the end of each term in perpetuity subject to written cancellation by the Customer.

**2. Service Fees:** Fees for service(s) ordered by the Customer shall begin on the date of the initial order and that date shall serve as the service term anniversary date for all future billings including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the service cycle and will be billed on the anniversary date of each service term.

**3. Upgrade Fees:** Upgrades ordered on the billing anniversary date will be billed for a full month service and will continue each month on the anniversary date. Future charges will appear as full monthly fees added to your existing anniversary billing date.

**4. Additional Service Fees:** Additional services ordered on the billing anniversary date will be billed for the full month service and will continue each month on the anniversary date. Future charges will appear as full monthly fees added to your existing anniversary billing date.

**5. One Time Fees:** One time fees, such as setup fees, administrative fees, bandwidth overages and late fees are due and payable at the time they are incurred, and agreed upon in writing or via ticket with approval.

**6. Service Credits:** Service credits will be issued to your Customer account and shall be used to offset future billable services. Service credits shall not be issued as cash back to the Customer nor are service credits transferable to other account holders.

**7. Cancellation: Singularity Hosting LLP** requires a three (3) day written cancellation notice prior to the anniversary billing date for discontinuance. Failure to supply the requisite three (3) days written notice of cancellation will result in a full billable payment cycle prior to cancellation. Notice of written cancellation is preferred through email ([customersupport@singularityhosting.com](mailto:customersupport@singularityhosting.com)) or the client panel.

**8. Refunds & Disputes:** All services rendered by The Webhost are non-refundable. This includes, but is not limited to: setup fees, one time fees, hosting service fees, upgrade fees, additional service fees, administrative fees, and late fees. Customers seeking to resolve billing errors are instructed to email the sales function at ([sales@singularityhosting.com](mailto:sales@singularityhosting.com)). Customer agrees not to chargeback any credit card payments for services rendered. A charge-back of payment for services rendered will result in an additional charge of \$150 and will be subject to collection by an authorized collection agency.

**9. Non-Payment:** All payments are due in full on the billing anniversary date. Failure to remit payment for services on the billing anniversary date is a violation of the TOS. Failure to remit payment for seven (7) consecutive days, including the anniversary date, shall result in a termination of public access to Customer services. Customer shall maintain access to data and services through the service network. Failure to remit payment for services within seven (7) consecutive days, including the anniversary date, shall result in termination of access to the service network and all services shall be reclaimed. A late fee of **\$20** will be incurred for failure to remit payment for services on or before the monthly anniversary date. A **\$50** reconnect fee will be incurred for failure to remit payment for services after public access has been disconnected. All Customer data remaining after seven (7) days of non-payment will be destroyed for security and privacy reasons.

**10. Data:** The Webhost agrees to use best efforts and commercially reasonable best practices when deploying services related to data integrity, backup, security, and retention. These services include, but are not limited to: hard drive storage, raid hard drive arrays, network attached storage, storage area networks, operating system installs, operating system reloads, customer portal information, and other situations involving customer data. Customer assumes ultimate responsibility for data integrity, retention, security, backup, and ownership.

**11. Identity Use:** Customer agrees to use The Webhost logo, Company information, and related services in accordance to the approved marketing guidelines. Company agrees not to use Customer name, logos, or information without prior written consent of Customer.

**12. Laws:** Customer agrees to abide by all local, state, and federal laws pursuant to services delivered in (City, State), United States of America. Pro venue for per legal remedies shall be (City, State). All contract terms found herein shall be bound by State and or the Uniform Commercial Code whichever may be applicable.

**13. Mutual Indemnification:** Each party agrees to indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, attorneys, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.

**14. Limitation of Liability:** Except as described in the SLA, The Webhost shall not be liable to Customer for harm caused by or related to Customer's services or inability to utilize the services unless caused by gross negligence or willful misconduct. Neither Party shall be liable to the other for lost profits, direct or indirect, special or incidental, consequential or punitive, or damages of any kind whether or not they were known or should have been known. Notwithstanding anything else in this agreement, the maximum aggregate liability of The Webhost and any of its employees, agents or affiliates, under any theory of law shall not exceed a payment of money not

to exceed the amount paid by the customer for hosting services for the six months prior to the occurrence of the event(s) giving rise to the claim.

**15. Arbitration:** Any controversy or claim arising from service or related to this contract or breach therein in excess of \$500.00 shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The resulting judgment rendered by a licensed arbitrator may be entered in any court having valid jurisdiction.

**16. Electronic Signature:** Acceptance of the Master Service Agreement incorporating the Terms of Service, Acceptable Use Policy, Service Level Agreement and Privacy Agreement hereby initiates billable services and is deemed complete by agreement to the terms as described on the online signup form(s) and completion of the ordering process.

## Service Level Agreement (SLA)

The Service Level Agreement (SLA) is incorporated into the Master Service Agreement and applicable to all services delivered directly to Customers of Singularity Hosting LLP. The SLA is not applicable to unrelated third parties or third parties lacking privity of contract with The Webhost. The uptime guarantees and the resulting SLA credits are applied in monthly terms unless specified otherwise. All SLA guarantees and information listed below are made in good faith and are subject to standard contract remedies.

**SLA Credit Claim:** To properly claim an SLA credit due, a master administrative user must email at [support@singularityhosting.com](mailto:support@singularityhosting.com) within seven days of the purported outage. Customer must include service type, IP Address, contact information, and full description of the service interruption including logs if applicable. The SLA claim will be researched by the appropriate department manager. SLA credits are issued as service credits on future billing cycles. SLA credits shall not be bartered or traded with other The Webhost customers. Please allow up to fourteen (14) days for the process of SLA claims.

**SLA Claim Fault:** Customers currently in arrears for monthly services do not qualify for SLA claims. Customers who have been in payment arrears three or more times in the previous twelve months do not qualify for SLA claims. Valid SLA claims will not be credited to customer accounts until all abuse issues are resolved. Customers making false or repetitive claims will incur a onetime charge of \$50 per incident for such claims. False or repetitive claims are also a violation of the Terms of Service and may be subject to service suspension. Customers participating in malicious or aggressive internet activities thereby causing attacks or counter-attacks, do not qualify for SLA claims and shall be in violation of the AUP.

**Public Network:** The Webhost guarantees 99% uptime on all public network services to Customers located in our datacenters. All public network services include redundant carrier grade internet backbone connections, advanced intrusion detection systems, denial of service mitigation, traffic analysis, and detailed bandwidth graphs. Specific guarantees with SLA information are listed in the table herein.

**Private Network:** The Webhost guarantees 99% uptime on the service network services to Customers located in our datacenters. All private network services include access to the secure VPN connection, unlimited bandwidth between servers, unlimited uploads/downloads to servers, access to contracted services, traffic analysis, and detailed bandwidth graphs. Specific guarantees with SLA information are listed in the table herein.

**Customer Portal:** The Webhost guarantees 99.9% access to the online customer management portal. Access to this portal is available via the public and private networks. The portal is utilized to fully manage the on-demand IT environments located within the The Webhost datacenters. Portal access includes ticket access, account management, hardware management, bandwidth management, backup management, and other related services.

**Redundant Infrastructure:** The Webhost guarantees 99.9% uptime on the power and HV AC services to Customers located in our datacenters.

**Hardware:** The Webhost guarantees the replacement of failed hardware and hardware components located within our datacenters. The Webhost guarantees a failed hardware component will be replaced within four hours of customer notification in the trouble ticketing system. Replacement of failed hardware does not include time required to reload the operating system or applications. Specific guarantees with SLA information is listed below.

**Hardware Upgrades:** The Webhost guarantees hardware upgrades will commence and complete within two hours of scheduled hardware upgrade maintenance windows.

## Acceptable Use Policy (AUP)

**General Statement:** The Webhost is dedicated to the unrestricted free transmission of information via the Internet and its many resources. Our goal is to deliver enterprise quality on-demand IT services to all of our customers while serving as the medium of exchange for transmission of all information. The storage, distribution, and exchange of information (content) is the Internet's single most valuable feature. The Webhost is dedicated to protecting the source and distribution of information and protecting the rights and privileges of those utilizing it. The Webhost does not purport to be the content police; our duty in the process of information dissemination is simply to act as conduit between interested parties. Notwithstanding anything found herein, The Webhost follows all local, state and federal laws pursuant to the services delivered over the internet and directly related to our network and internal systems. The purpose of the acceptable use policy is to inform all Customers of anticipated customer use. Due to the myriad of possibilities in maintaining a network comprised of thousands of servers, this document is intended to act as a guideline to service and not to be all encompassing.

**Public Network:** The primary purpose of the The Webhost public network is to transmit information (packets) to and from Customer servers and data storage services. Proper use of the public network is to utilize the network in any way so long as you do not violate any local, state, or federal laws or generate harm to the network or interfere with the use of services of other users utilizing the same network. All Customers are granted equal access to the public network. Violation, misuse, or interference of the public network will result in a violation of the AUP and shall result in methods of resolution under the acceptable use policy.

**Private Network:** The primary purpose of the The Webhost private network is to allow secure private network connectivity to the private backend network directly connecting Customer servers and Company delivered services. Proper use of the private network is the upload/download of content, server administration, transmission of information between servers, transmission of information between servers and Company servers, secure private administration of services, data retrieval, console access, and true out of band management of their entire IT environment. The private network can also be utilized for service access during periods of non-payment, copyright infringement, spam abuse, service interruption or other instances requiring server administration. All Customers are granted equal access to the private secure network to securely manage their services. Connectivity to the private network is granted on an unrestricted basis in eight (8) hour increments. Dedicated connections to the private network are available through the sales team. Violation, misuse, or interference of the private network will result in a violation of the AUP and shall result in methods of resolution under the acceptable use policy.

**Security Services:** The primary purpose of the The Webhost standard security services is to assist the Customer in the protection, management, update, and overall stability of the outsourced IT environment. All The Webhost services include network intrusion detection systems and denial of service mitigation via technology from 3Com (Tipping Point). These services are free of charge and are intended to mitigate or remove security risks associated with their perspective technologies. The Webhost also monitors all aggregate network traffic via Arbor networks and router net flow statistics for traffic analysis. The Webhost also supplies Microsoft update servers and Redhat update servers located on the private network for private secure update services.

These services are included free of charge and are intended to assist Customers in the OS management of their servers. Other security services offered for a fee are covered via the terms of the individual services. These services include, but are not limited to: firewalls, host IDS, service monitors and similar type products and services. Outside of the global network security services described above, Customers are required and obligated to maintain security related to Customer managed servers. The management of hosting accounts requires basic security management including password management, port management, OS updates, application updates, security policy settings and more. The Customer is ultimately responsible for individual server security unless contracted security services are purchased. Any violation of the security services included in basic services will be addressed pursuant to the methods of resolution under the acceptable use policy.

**Server Content:** The Webhost does not actively monitor server content for review. The Webhost believes in the free dissemination of information via our services. Server content will only be reviewed upon complaint by verified third parties. Content that does not violate local, state and federal law or the acceptable use policy is deemed in compliance and shall remain intact. Legal adult content is allowed on The Webhost's servers. Content deemed in violation will be addressed pursuant to the methods of resolution under the acceptable use policy.

**DNS Services:** The Webhost supplies redundant domain names services for all customers purchasing dedicated services. These services include the use of authoritative name servers for public resolution of domain names and private domain name resolvers located on the private server network. The DNS services are fully managed and maintained by The Webhost with Customer specific domain name management through the online customer portal. In rare instances, where extreme intensive loads (dns lookups) utilize disproportionate resources of the redundant DNS systems, The Webhost will notify Customer of potential violation of the acceptable use policy. Customers requiring such DNS services will be instructed to perform dedicated DNS services on customer managed equipment. Violation of DNS services will result in methods of resolution under the acceptable use policy.

**IP Addresses:** All Internet Protocol (IP) Addresses are owned and managed by The Webhost. IP Addresses are non-transferable from The Webhost and Customer retains no ownership or transfer rights to IP Addresses. All IP Addresses are assigned by the The Webhost engineering team on a per VLAN, per server basis. Attempted use of IP addresses not originally allocated for use or IP addresses use on non-assigned VLANs or servers is a violation of the acceptable use policy. Violation of the IP Address policy will result in methods of resolution under the acceptable use policy. All IP Addresses are currently registered to The Webhost via Arin.net assignments. Private IP assignments are available to qualified Customers.



## Acceptable Use Policy (AUP)

The following list represents per se direct violations of Acceptable Use Policy and will be subject to immediate redress under the methods of resolution as described in the acceptable use policy.

**1. Copyright Infringement:** Direct copyright infringement as defined and noted under Title 17, Section 512 of the United States Code are a direct violation of the acceptable use policy. Please refer to DMCA copyright infringement requirement <http://www.drupalvaluehosting.com/legal.html>

**2. Unsolicited Email:** The sending or receiving of mass unsolicited email (SPAM) is a direct violation of the acceptable use policy. This includes the direct sending and receiving of such messages, support of such messages via web page, splash page or other related sites, or the advertisement of such services.

**3. Email Bombing:** The sending, return, bouncing or forwarding of email to specified user(s) in an attempt to interfere with or over flow email services is a direct violation of the acceptable use policy.

**4. Proxy Email (SPAM):** The use of dedicated services to proxy email unsolicited users is a direct violation of the acceptable use policy. Proxy email is defined as the use of dedicated services to act in concert with other services located inside and outside the network to achieve mass unsolicited email (SPAM) to unrelated third parties.

**5. Use Net SPAM:** The use of dedicated services to send, receive, forward, or post UseNet unsolicited email or posts is a direct violation of the acceptable use policy. This includes UseNet services located within the The Webhost network or unrelated third party networks.

**6. Illegal Use:** Any use of dedicated services in direct attempt of statutory illegal activities are a direct violation of the acceptable use policy. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing schemes, "ponzi schemes", invasion of privacy, credit card fraud, racketeering, defamation, slander, and other common illegal activities.

**7. Child Pornography:** The Webhost has a zero stance policy on child pornography and related sites. The hosting of child pornography or related sites or contact information is in direct violation of federal law and the acceptable use policy.

**8. Threats & Harassment:** The Webhost network can be utilized for any type of individual, organizational or business use. This does not include threats or harassment to individuals, organizations or businesses unless it falls within the bounds of protected free speech under the first amendment. The Webhost seeks to serve only as the medium of exchange for information and refrains from decisions on freedom of speech.

**9. Fraudulent Activities:** The Webhost prohibits utilizing dedicated services or network services for fraudulent activities. Notification of fraudulent activities by verified third parties can result in violation of the acceptable use policy.

**10. Denial of Service:** The Webhost absolutely prohibits the use of dedicated services or network services for the origination or control of denial of service attacks or distributed denial of service attacks. Any relation to DOS or DDOS type activity is a direct violation of the acceptable use policy.

**11. Terrorist Websites:** The Webhost prohibits the use of dedicated services for the hosting of terrorist related websites. This includes sites advocating human violence and hate crimes based upon religion, ethnicity, or country of origin.

**12. Distribution of Malware:** The Webhost prohibits the storage, distribution, fabrication, or use of malware including virus software, root kits, password crackers, adware, key stroke capture programs and other programs normally used in malicious activity. Programs used in the normal ordin course of business ary are deemed acceptable. Example: Security Company hosting at The Webhost analyzes the latest root kit for new security analysis software.

**13. Phishing:** The Webhost strictly prohibits any activity associated with Phishing or systems designed to collect personal information (name, account numbers, usernames, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.

**14. HYIP or Ponzi Schemes:** High Yield Investment Plans or Ponzi schemes with the intent to defraud end users are illegal and not allowed on the network. This includes hosting, linking and or advertising via email websites or schemes designed to defraud.

Disclosure to Law Enforcement: Occasionally, The Webhost is required by law to submit customer information to law enforcement officials when presented with r a valid subpoena from a court with proper jurisdiction. Information requested is disclosed as directed pursuant to the subpoena. The Webhost utilizes great care in keeping customer information safe and private and will only release information described in the subpoena. The Webhost will notify customer of the information request as allowed by the subpoena.

Reporting Violation of the Acceptable Use Policy: The Webhost accepts reports of alleged violations of the acceptable use policy via email sent to **abuse@singularityhosting.com** Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. The Webhost owes no duty to third parties reporting alleged violations due to lack of privity in contract law. The Webhost will review all verified third party reports and will take appropriate actions as described within the acceptable use policies.

## Acceptable Use Policy (AUP)

**Methods of Resolution for Violations under the Acceptable Use Policy:** The ultimate goal of The Webhost is to balance the rights and interest of our customers in the highly evolving internet world. The Webhost understands the challenges of hosting companies, resellers, businesses, organizations and other customers who may have third party violations occur due to the nature of their business. The goal to our methods of resolution is to mitigate any service interruptions while resolving any potential violations under the policy. Our sales, support and abuse staff are dedicated to working with you in resolving potential violations and are available via phone or email. The methods of resolution below form the framework for a resolving all potential violations. Timing for resolution differs according to the degree of the violation, the nature of the violation, involvement of law enforcement, involvement of third party litigation, or other related factors. Overall, The Webhost is dedicated to working with the Customer in resolving all potential violations prior to any service interruptions.

**Step 1:** First alleged violation of AUP: an email will be generated under the master user account with information regarding the potential violation of the acceptable use policy. This is often a fact finding email requiring further information or notifying Customer of the potential violation and the required actions to resolve the issue.

**Step 2:** Violation of AUP disregarded, not properly addressed, or continuing violation if an email has been disregarded, not properly addressed, or resolved by the customer for a specified period of time, The Webhost engineers will turn the public network port to the specified dedicated services off. Access to the dedicated services is achieved through the secure private service network for Customer resolution. As soon as the violation is addressed, the public access is restored and service continues as normal.

**Step 3:** Failure to address violation and remove violation: if customer fails to address the violation AND resolve the violation, a suspension of services will occur. This is a last resort for The Webhost and requires a complete failure in the resolution process on behalf of the Customer. A permanent suspension of services includes reclamation of all dedicated services and data destroyed at the end of the current billing cycle.

Disclaimer: The Webhost retains the right, at its sole discretion, to refuse new service to any individual, group, or business. The Webhost also retains the right to discontinue service with notice for repeated violation of the acceptable use policy over time.

## **Privacy Agreement**

The Webhost considers customer privacy paramount and to demonstrate our firm commitment to privacy, the following agreement has been created to explain our policies and procedures in relation to all data collected.

### **Types of Data Collected**

The Webhost collects data related to our users through the following methods:

- Automated means such as communication protocols and cookies
- Online registration and online signup forms
- Sales inquiries and transactions
- Online Customer communications
- Offline communications and interactions
- Third party sources of information

Depending upon the method of collection and use, the data collected may include information about the user from forms, registrations and transactions (such as name, title, address, company, phone number and e-mail address), financial/transaction information (such as credit card, cvv, and payment information), information about use of The Webhost web sites (such as electronic communications protocols, web pages visited, and cookies) and user preferences and privileges.

### **Electronic Communications Protocols and Cookies**

The Webhost may receive data from you as part of the communication connection itself through the standard electronic greeting between your computer and our servers. This information often consists of network routing (where you came from), equipment information (browser type), internet protocol address, date and time. At this time our server will also query your computer to see if there are "cookies" previously set by [www.drupalvaluehosting.com](http://www.drupalvaluehosting.com) to facilitate log in or other site navigation procedures. A "cookie" is a small piece of information sent by a web server to store in a web browser so it can later be read back from that browser.

**Cookies:** Some parts of the The Webhost site use cookies (including signup forms) to collect information about visitors' use of the web site and to facilitate return visits. The information collected from cookies is tracked to enhance security and/or to improve the functionality of the web site by avoiding duplicate data entry, facilitating navigation, and increasing the relevance of content.

Cookies on the site may collect the following information: a unique identifier, user preferences and profile information used to personalize the content that is shown, and user information to access The Webhost's user forums. Some cookies used by **Singularity Hosting LLP** may remain on the user's computer after they leave the web site, but the majority is set to expire within 30 - 365 days. There may be some cookies on certain tools that are of longer duration. Cookies may also be of benefit to you by creating a more streamlined login process, keeping track of shopping cart additions and preserving order information between sessions. In the future, as we enable further customization of the site, cookies will help in assuring that information provided to you will be the most relevant to your needs.

While we do not offer an opt-out on the site for cookies, browsers provide you with information and control over cookies. You can set your web browser to alert you when a cookie is being used. You can also get information on the duration of the cookie and what server your data is being returned to. You then have the opportunity to accept or reject the cookie. Additionally, you can set your browser to refuse all cookies or accept only cookies returned to the originating servers. Users can generally disable the cookie feature on their browser without affecting their ability to use the site, except in some cases where cookies are used as an essential security feature necessary for transaction completion.

### **The Data We Collect and How We Use It**

The Webhost collects data from users for the following purposes:

- To engage in transactions for service. Name, address, email, purchase details, and credit card/payment information may be collected and stored as part of the transaction history. The majority of the data collected under this category is contact information. The Webhost may need to share some of this data (address, payment) with credit card clearing houses, banking institutions, and other similarly situated third parties that are required to accomplish the transaction.
- To provide future service and support. Information collected for this purpose is both contact data and information related to products and service/support requested. This information is also used to provide service, product update, and similar notices.
- To select content. Data may be collected to help create web site content and navigation that is most relevant and user friendly. This includes data collected as a result of site navigation as well as data provided in forms.
- To respond to user inquiries and requests for information. This data includes registrations for online newsletters, opt-in mailing lists and specific requests for further information.
- To provide various The Webhost communities, such as resellers, with relevant product alerts and updates. These updates are related to product releases, prices, terms, special offers and associated campaigns. This data is sent out as part of the program member signing up for the relevant program or online account.

- To better tailor marketing to user needs. We may use information from purchases and requirements to provide you with timely and pertinent notices of product releases and service developments that address your needs and requirements.
  
- To better respond to requests for service or quotes for product and equipment purchase. The Webhost will pass contact information to the appropriate The Webhost sales person, or reseller for follow-up related to The Webhost products or services
  
- From referral "tell a friend" function. If a user elects to use our referral service for informing a friend about our site, we ask them for the friend's name and email address. The Webhost will automatically send the friend a one-time email inviting them to visit the site. The Webhost uses this data for the sole purpose of sending this one-time email and tracking the success of our referral program.

As a result of your participation in interactive discussions and public forums. There are parts of the web site that permit you to participate in interactive discussions. Some of these are moderated; all are subject to access for technical reasons. The Webhost does not control the content that users post and some may serve as public discussion forums. As in any interactive forum open to many users, you should carefully consider whether you wish to submit data and should tailor any other content submitted appropriately.

### **Customer Portal, Customer Customization, Preferences and Opt-Out**

New Customers are automatically registered for access at the client panel at **[www.singularityhosting.com](http://www.singularityhosting.com)** The customer portal provides them with control over their preferences for electronic information delivery.

The Webhost has also provided master users the ability to manage your account or profile of information. We maintain the data and allow master users to update it at any time. To change this information, you must be a current customer and login with a user ID and password and follow the prompts to "**update my profile.**" We continue to expand the profile of services and information that you may access and update.

Please note that some email communications are not subject to general opt-out. These include communications related to downloads; communications about sales transactions; information about software updates, patches and fixes; disclosures to comply with legal requirements; and network upgrades or other related service maintenance.

## **Security**

The Webhost is concerned with the security of the data we have collected and has in placed commercially reasonable measures to prevent unauthorized access to that information. These measures include policies, procedures, employee training, physical access and technical elements relating to da access ta controls. In addition, The Webhost uses standard security protocols and mechanisms to exchange the transmission of sensitive data such as credit card details.

In the event that individual personal data is acquired, or is reasonably believed to have been acquired, by an unauthorized person and applicable law requires notification, The Webhost will notify the affected individual of the breach by email or fax or, if The Webhost is unable to contact the individual by email or fax, then by U.S. mail. Notice will be given promptly, consistent with the legitimate needs of law enforcement and any measures necessary for The Webhost or law enforcement to determine the scope of the breach and to assure or restore the integrity of the data system. The Webhost may delay notification if The Webhost or a law enforcement agency determines that the notification will impede a criminal investigation, unless and until The Webhost the or agency determines that notification will not compromise the investigation.

## **Policy Updates**

If we are going to use your data in a manner different from that stated at the time of collection, we will notify you via email. In addition, if we make any material changes in our privacy practices that do not affect user data already stored in our database, we will notify you by email or post a prominent notice on this web site notifying users of the change. In some cases, where we post the notice we will also email users who have opted to receive communications from us, notifying them of the changes in our privacy practices.

We may update this policy from time to time to describe how new site features affect our use of your data and to let you know of new control and preference features that we provide you.

## **Section II: Web Hosting Agreement**

The Website Hosting Agreement (“Agreement”) is entered today **between Singularity Hosting LLP**, herein after referred to as “Host” and the other party herein after referred to as “Client”. The Host and Client collectively referred to as Parties. Under this Agreement, the Host will provide Hosting and related services to Client. The Parties agree as follows:

### **1. Acceptance**

By accepting this Agreement and using Host’s Website Hosting Services (“Services”). Client agrees to be bound by all the terms and conditions of this Agreement.

### **2. Provision of Services**

Host agrees to provide Client with website hosting services, consisting of website server space, e-mail capability, internet access, domain name registration, and such additional services, as may be provided by Host from time to time. Host reserves the right to change or modify features of Client’s service plan from time to time on 30 days written or e-mailed notice to Client. Client’s continued use of Host’s services after receipt of such notice of modification shall continue Client’s acceptance of an agreement to be bound by the Host’s modification of the terms and conditions of this Agreement.

### **3. Agreement Term**

The initial term of this Agreement shall commence on the date of execution of this Agreement and shall continue through the remainder of the calendar month in which this Agreement was executed (“Initial Term”). After the initial term this Agreement shall be automatically renewed for successive monthly periods until terminated by one of the parties as provided in this agreement.

### **4. Termination without Cause**

(a) Client may terminate this Agreement at any time, for any reason, by contacting Host, either by phone or e-mail, and requesting that Client’s account be canceled. In the event of a cancellation, Host will not refund amounts already billed for the current monthly service period in which Client terminates the Agreement.

(b) Host may terminate this Agreement at any time, for any reason, by providing written or e-mail notice of termination to Client’s primary website e-mail contact address no less than 7 days prior to the service termination.



(c) If either Party terminates this Agreement, Host will back up all Client's current Website content, databases, and e-mail or via other file transfer process, or mail them to client in the form of a portable data storage.

## **5. Termination for Cause**

Client agrees to abide by the terms of this Agreement and by Host's general use policies as set forth in this Agreement, as those policies may exist from time to time. Host may change its use policies on 30 day written notice to Customer by e-mail message, mail, or facsimile transmission. Any violation by Client of the terms of this Agreement or of Host's general use policies shall be grounds for immediate termination of Client's account for cause. If Host terminates Client's account for a violation of this Agreement, Host shall not be required to refund any amounts billed for the billing period in which Host terminates Client's services.

## **6. Payment Terms**

(a) Client agrees to pay Host an amount agreed monthly for the Host's services. Host reserves the right to change or modify its charges for Client's plan from time to time on 30 days notice written or e-mailed to Client. Client's acceptance of and Agreement to be bound by the Host's modified charges for its services. Additional charges for ad-on services not included in Client's plan will be made as mutually agreed upon.

(b) Service charges are payable in advance on a monthly basis. Host will invoice Client at the beginning of each payment period. Host will submit all invoices to Client by e-mail. Payment is due immediately upon receipt of invoice. Payments can be made by ACH, check, online or by debit/credit card. A late charge of 25% of the agreed amount will be added to any outstanding invoices remaining unpaid for more than 7 days.

(c) Client agrees to be billed for all recurring and one-time charges, including late charges, for any Services ordered by Client and any fees owed to Host.

(d) Any charges for upgrading Client's current hosting package, or performing add-on requests, will not be billed until the next invoice.

## **7. Taxes**

Host shall not be liable for any taxes and other governmental fees related to purchases made by Client or from Host's server. Client agrees that s/he will be fully responsible for all taxes and fees of any nature associated with products or services sold through the use of or with the aid of services provided to Client by Host.

## **8. Materials and Products**

Any material and data Client provides to Host in connection with Services shall be in a form requiring no additional manipulation on the part of Host. Host shall make no effort to validate this material or data for content, correctness, or usability. Material or data that is not in this condition shall be a breach of this Agreement. Host, in its sole discretion, may reject material or data that Client has placed on Host's servers or that Client has requested that Host put on Host's servers. Host agrees to notify Client immediately of its refusal of any material or data to meet the Host's requirement. Client's failure to amend or modify the data or material as directed by Host within a reasonable time shall be a breach of this Agreement.

## **9. Electronic Mail Abuse**

Harassment by e-mail, whether through language, frequency, or size of messages, is prohibited. Client may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, Client must not send that person any further e-mail. Clients are explicitly prohibited from sending unsolicited bulk e-mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. Clients may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings. Malicious e-mail, including but not limited to "mail bombing" (flooding a user or site with very large or numerous responses) is prohibited. Forging of header or any other information is not permitted. Subscribing someone else to an e-mail list or removing someone else from a mail list without that person's permission is prohibited. Host's accounts or services may not be used to collect replies to messages sent from another Internet Service Provider if those messages violate this Agreement or any usage policy of that other provider. Violations of this Agreement will result in immediate account termination and provider reserves the right to charge an administrative clean-up fee of up to \$1,000 and a deactivation of \$75.

## **10. Violations of Network Security**

Client is prohibited from violation or attempting to violate the security of the network. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of Client's agreement. Host will investigate occurrences, which may involve such violations and may invoke, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations include, without limitation:

- (a) Accessing data not intended for the Client or logging into a server or account that the Client is not authorized to access.
- (b) Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization.

- (c) Attempting to interfere with service to any Client, host or network, including, without limitation, via means of overloading, “flooding”, “mail bombing”, or “crashing.”
- (d) Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- (e) Taking any action in order to obtain services to which the Client is not entitled.

## **11. Warranty against Unlawful Use.**

Client warrants and represents that Client shall use Services only for lawful purposes and in accordance with all valid federal, state, and local laws and regulations governing use of e-mail and the Internet, whether or not specifically prohibited elsewhere in this Agreement. Failure to abide by the terms of this paragraph shall be grounds for immediate termination of Client’s account for cause.

## **12. Liability; No Warranty; Limitation of Damages**

- (a) Client expressly agrees that use of Services provided by Host is at Client’s sole risk.
- (b) Host guarantees 99.9 percent uptime for its Web servers. If uptime for Client’s Web server falls below 99.9 percent during any given month (except for scheduled maintenance with at least 7 days notice), Host will credit Client as follows: 10% of their agreed upon fee, per minute after 5 minutes of downtime (not to exceed, 100% of the fee). Any such credit shall be applied to future invoices. This credit shall be Client’s sole and exclusive compensation for any downtime or other unavailability of Host’s services under this Agreement. Host shall have no liability of any kind for any damages or loss arising as a consequence of such downtime or unavailability.
- (c) Host, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or implicitly, that their services will not be interrupted or error free; nor do they make any warranties as to the results that may be obtained from the use of their services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through their services, unless otherwise expressly stated in this Agreement.
- (d), its officers, agents, or anyone else involved in providing services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use services; or for any damages that result 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 Host’s records, programs, or services.
- (e) Host will exercise no control over the content of the information passing through Host’s network except those controls expressly provided herein.
- (f) Host makes no warranties or representation of any kind, express or implied, for the services it is providing. Host also disclaims any warranty of merchant-ability or fitness for a particular

purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays or non-deliveries.

### **13. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights**

(a) Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client. Client agrees that all right, title, and interest in any product or service provided to Client belongs to Host. These products and services are only for Client's use in connection with Services provided to Client as outlined in this Agreement.

(b) Client expressly warrants to the Host that Client has the right to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Host servers.

### **14. Hardware, Equipment, and Software**

Client is responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access Host servers. Host makes no representations, warranties, or assurances that Client's equipment will be compatible with Host Services.

### **15. Age**

Client expressly represents and warrants that Client and any person to whom Client grants access to Client's Host account are at least 18 years of age.

### **16. Indemnification**

Client agrees to defend, indemnify, and hold Host harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Host, its agents, 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 Client, Client's agents, employees, or assigns, Client further agrees to defend, indemnify, and hold harmless Host against liabilities arising out of:

(a) Any liability to Host arising by virtue of any use of Host's services by Client for any unlawful purpose, or in violation of any valid federal, state, or local law or regulation governing use of e-mail or the Internet;

- (b) Any injury to person or property caused by any products sold or otherwise distributed in connection with Services provided to Client;
- (c) Any material supplied by Client infringing or allegedly infringing on the property or proprietary rights of a third party;
- (d) Copyright or trademark infringement by Client, or violation by Client of intellectual property rights of any other party; and
- (e) Any defective product which Client sold or distributed by means of Services. Client agrees that the liability limit of Host shall in no event be greater than the aggregate dollar amount which Client paid during the terms of this Agreement, including any reasonable attorneys' fees and court costs.

### **17. Attorneys' Fees**

If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be constructed as applicable to the entire Agreement.

### **18. Notice**

Client agrees to keep Host informed of all current contact information for Client's account. Changes in Client's account information may be reported to Host by e-mail at [support@singularityhosting.com](mailto:support@singularityhosting.com) or on Host's website located at "[www.singularityhosting.com](http://www.singularityhosting.com)" Failure to maintain or keep current all contact information shall be a ground for Host to terminate Client's account for cause.

### **19. Governing Law**

This Agreement has been entered into in the State of Colorado, and its validity, construction, interpretation and legal effect shall be governed by the laws of that state applicable to contracts entered into and performed entirely within that state.

### **20. Severability**

In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be constructed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

## **21. Waiver**

No waiver by Host of any breach by Client of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No waiver shall be effective unless it is in writing, and then only to the extent expressly set forth in such writing.

## **22. Entire Agreement**

This Agreement shall constitute the entire agreement between Client and Host, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## Section III: Website Management Agreement

This agreement is between **Singularity Hosting** and the Client.

Client is retaining **Singularity Hosting** as a provider of website management services. Client agrees to the charge of \$4.99 per month in exchange for Services Included in This Agreement. Services not considered “standard website management” are subject to be charged at a regular hourly rate of \$80; such services are not included in this contract.

### Services Included in This Agreement

- Edit, revise, update or create new text content.
- Create minor graphic elements
- Consultation on use of website's Content Management System (“CMS”) (WordPress).
- On-page Search Engine Optimization (“SEO”).
- Regular monitoring and updating of CMS, associated assets, and website links.
- Ensuring compatibility of updates with current website layout. \*
- Monthly website and database backups.
- Monitoring website downtime
- Monthly analytics reports
- Liaising with the hosting company to sort out the situation as quickly as possible.

\*Regular software updates contribute to website security. Some website assets (e.g. WordPress plugins or themes) may become incompatible with those updates, requiring work not included here to maintain compatibility if desired/needed. **Singularity Hosting** will notify the Client in advance of such updates.

### Services Excluded in This Agreement

- Graphic / User Interface Design
- Website Code Development
- Code editing equaling more than 75 lines to given document or web page.
- CMS design or integration including but not limited to blogs, shopping carts and web forums.

### Total Agreement

**Singularity Hosting** shall provide Client with **Services Included in This Agreement** on a month-to-month basis. The contract will be paid on a Monthly Basis with payment due upon receipt of invoice sent at the beginning of each month.

During the duration of this contract, the Client agrees that **Singularity Hosting** will be the sole provider of management services for the web site, and no other party will have access to or rights to change the web site. If a party other than **Singularity Hosting** makes changes to the web site, any errors that are created must be repaired and will be charged for at the hourly rate specified above. **Minor updates should not exceed more than 75 lines of code of the content (excluding HTML comments and line breaks) on any single site page.**

## **Deadlines & Deliverables**

**Singularity Hosting** will respond to all management requests from Client within **24** hours on during normal business days, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the request.

**Singularity Hosting** will adhere to quoted deadlines for deliverables in the management requests at all possible costs. In the event that **Singularity Hosting** has any issues in delivering on a quoted deadline, Client will be notified via email or telephone with an explanation for any delays.

## **Additional Services**

Any revisions, additions, or redesign requests not specified in this document shall be considered "additional" and will require separate agreement and payment. **Singularity Hosting** shall advise Client on any requested work that falls within these bounds.

## **Authorization**

Client hereby authorizes **Singularity Hosting** to access their web hosting account, providing active user name / password combinations for access to the server via FTP, assuring that 'write permissions' are in place on said hosting provider.



