

## Terms of Service:

### Web Host Web Hosting Services Agreement:

The terms and conditions set forth herein constitute the full and complete agreement between you and CompuMaster, Inc. conjoining (thru inherent association) Add2Net, Inc. (doing business as "Lunarpages") (cumulatively referred to as "Web Host"). CompuMaster, Inc. is independently utilizing the products and services of Add2Net, Inc. in the capacity of a value-added reseller ("VAR") as defined by CompuMaster, Inc.'s representation of itself in this capacity and by standard Information Technology definitions. Therefore, all agreements and stipulations for which CompuMaster, Inc. is held accountable to by Add2Net, Inc. will be inherited by you. Your agreement to be bound by these terms is acknowledged by your use of the Web Host Web Site, Hosting Services, Support Services and/or any Web Host software made available to you. The terms contained herein supersede and replace any other agreement or negotiation between you and Web Host whether oral, written or otherwise including any statements made by any representative of Web Host at any time.

#### 1. FEES; PAYMENT OF FEES

1.1 Fees - Web Host charges the following fees where applicable. All such fees are subject to change with 30 days notice. Not all fees are applicable to all accounts.

1.1.1 Set-Up Fee – This is a one time fee may that be charged in connection with the establishment of a new account.

1.1.2 Service Fee – This is the fee for your monthly, annual or bi-annual web hosting services.

1.1.3 Domain Registration Fee – This is the fee for the registration of a domain name and is non-refundable.

1.1.4 Other Service Related Fees – These are fees for additional services that you may choose to add to your account.

1.2 Web Host also reserves the right to alter, change, amend or delete fees at it's sole option. Web Host further reserves the right to institute new services and charge fees in association with the provision of such new services as it deems appropriate.

1.3 Web Host reserves the right to offer subsequent promotional rates which may or may not be more favorable than the terms under which you entered this agreement. Any such periodic special rates shall not effect the then existing rights and responsibilities of each party. Web Host also reserves the right to change the rate charged for any such fee under this agreement with 30 days notice.

1.4 Payment of Fees - Web Host accepts payment by Credit Card (Visa, MasterCard, Discover, American Express, and by personal check, cashiers check, electronic check, or money order. In addition, Web Host may from time to time allow additional forms of payment however the offering of a particular form of payment does not obligate Web Host to continue to offer that form of payment in the future. The current list of payment options will be displayed during the order process. If you have any questions concerning the current available payment options [contact us](#).

1.5 Payment by Credit Card and Electronic Check

1.5.1 Prior to activation of your user account and at any applicable time thereafter you agree to allow Web Host to charge your provided credit card or bank account and at stated regular intervals the agreed service fee amount for the stated period together with any Web Host set-up charges, registration fees, or any other charges outlined herein as may be applicable. You further authorize Web Host to charge your credit card or bank account for all subsequent period fees at, or a reasonable period in advance of, the commencement of any such subsequent period. You agree to maintain current valid existing credit card or bank account information with Web Host for the purpose of satisfying the Web Host charges as they become due. Refusal or rejection of any such charge or any portion thereof is grounds for account suspension and/or termination at the sole option of Web Host under Paragraph 8 herein. An administrative fee of \$25.00 may be charged for the refusal, rejection or return of any such charge for any reason whatsoever or any portion thereof. In addition, refusal, rejection or return of any such charge for any reason whatsoever or any portion thereof is grounds for account suspension and/or termination at the sole option of Web Host under Paragraph 8 herein.

1.6 Payment by Check, Money Order

1.6.1 Prior to activation of your user account you agree to submit a check payable in U.S. dollars against a bank located within the United States . Web Host is under no obligation to initiate service until the proceeds of such check have been cleared by such financial institution and have been received by Web Host. Invoices will be submitted to at the email address on file for you as a courtesy only and you agree to receive such invoices via email. Payment for subsequent fees are due and payable immediately upon invoice and in no instance later than the expiration of the last day of the previous period without regard to any invoice. It is your responsibility when paying by check to make sure that your payment is received by Web Host. An administrative fee of \$25.00 may be charged for the refusal, rejection or return of any such check for any reason whatsoever or any portion thereof. In addition, refusal, rejection or return of any such check for any reason whatsoever or any portion thereof is grounds for account suspension and/or termination at the sole option of Web Host under Paragraph 8 herein.

1.6.2 It is recommended that in order to avoid any service interruption that you submit your payment to Web Host a sufficient time before the expiration of the current service period so that it reaches Web Host in advance of the renewal date.

#### 1.7 Web Host 30 Day Limited Money-Back Guarantee

1.7.1 Web Host is proud to offer a 30 day guarantee period. Upon receipt by Web Host of proper notice from you of the termination of your account within thirty (30) days of the creation of a new account or within thirty (30) days of the renewal of an existing account, Web Host will refund all service fees for the new term. Terminations after this period are not eligible for refund. There are no refunds of account Set Up Fees or Domain Name Registration Fees. Web Host may grant refunds under any other circumstance it deems appropriate without waiving any other rights hereunder.

1.7.2 Waiver. Certain promotional services are offered to existing Web Host customers from time to time free or at a reduced cost. Where such services are made available to new customers still within the 30 day guarantee period such services may be offered subject to a waiver of the remainder of the 30 day guarantee period. Such waiver will be identified together with the offer where it applies. Presently this includes but is not limited to: Microsoft® Expression® Web and Total Training.

## 2. WEB HOSTING SERVICES

For the term of the agreement as set forth herein Web Host agrees to provide Web Hosting Services according to the plan selected by you upon activation of your account. Web Host reserves the right to change, amend and/or otherwise alter the services provided with equivalent or otherwise equal services without prior notice to you. The specifics of any particular offer are contained within the offer itself as published on the Web Host website at the time you create your account and remain in effect throughout the term of your agreement. The specifics of all current offers are located within the Web Host Website located at [www.Web Host.com](http://www.Web Host.com). Web Hosting Services shall be defined as server space and data transfer allowances for the purposes of displaying a business or personal website.

## 3. DOMAIN REGISTRATION AND OTHER SERVICES

3.1 Domain Registration. At Customer's request, Web Host may also acquire a Second-Level Domain Name ("Domain Name"), on behalf of Customer. Web Host is an authorized domain name reseller of and utilizes eNom, Incorporated ("eNom") for all domain registration services. Your purchase of domain name registration services is specifically subject to your agreement to the terms of this agreement and also the ENOM DOMAIN REGISTRATION AGREEMENT which is incorporated fully into this agreement and made available to you at [this](#) link.

3.2 Web Host will not own or otherwise control any domain name registered on your behalf under this paragraph. Web Host provides this service as a convenience to you only and you hereby waive any and all claims which you may have, or which may later arise, against Web Host for any and all damages, losses, claims or expenses arising out of or related to the acquisition, registration and/or use of the Domain Name. You hereby agree to pay any costs incurred by Web Host to register and/or maintain the Domain Name on your behalf by Web Host under the payment provisions of this agreement elsewhere herein.

3.3 Other Services. Web Host offers a listing of additional services in conjunction with its Domain Registration and Web Hosting Services. The terms of these services are governed by this agreement.

3.4 Private Registration Service. Upon requesting the Web Host Private Registration Service you agree to be bound by the terms of the Web Host Private Domain Registration Services Addendum which may be found on the Web Host Website located at <http://www.Web Host.com/legal/Exhibit A - Registration Agreement.pdf>. The terms of the Private Registration Policy are incorporated into this agreement as though they were fully set forth at length herein. You agree to maintain your registration information with Web Host in full compliance with this agreement and the terms of the Private Registration Policy. Failure to so comply is cause for immediate suspension and/or termination of your account under paragraph (8) herein or at the option of Web Host cancellation of any domain name registered under this section.

3.5 The Registered Name Holder shall provide to Web Host accurate and reliable contact details and promptly correct and update them during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation.

3.6 A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to Web Host, or its failure to respond for over fifteen calendar days to inquiries by Web Host concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for cancellation of the Registered Name registration.

3.7 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any

problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.

#### **4. ACCEPTABLE USE**

Web Host strictly enforces compliance with its acceptable use policy which may be found on the Web Host Website located at <http://www.Web Host.com/legal/Acceptable Use Policy.pdf>. The terms of the acceptable Use Policy are incorporated into this agreement as though they were fully set forth at length herein. You agree to maintain your website in full compliance with the terms of the acceptable use policy. Failure to so comply is cause for immediate suspension and/or termination under paragraph (8) herein. Web Host reserves the right to refuse to provide service to anyone at their sole option.

#### **5. LICENSE**

Web Host, subject to the terms and conditions set forth herein, hereby grants you a non-exclusive, limited, personal, license to use the Web Host Web Hosting Service for the term of the agreement as set forth herein. Your rights under this agreement may be assigned only upon prior notice and express approval by Web Host. Any other assignment is null and void.

#### **6. OWNERSHIP OF INTELLECTUAL PROPERTY; CONFIDENTIALITY**

6.1 It is understood and agreed that during the term of this agreement and thereafter you may come into possession of information which is the confidential and proprietary information of Web Host including but not limited to the Web Host customer service and maintenance tools. You acknowledge that all right and title to any such Web Host intellectual property shall remain the sole property of Web Host and that you have no right, title or interest therein. You further agree not to provide access to the Web Host services to any third party. You agree yourself and not to assist any third party in any way to use, translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the Web Host Services. Any and all right or title to any engineering, coding, programming or customer service work around or other modification of the Web Host service shall also remain the sole property of Web Host.

6.2 During the term of this agreement you may have access to certain information and materials relating to the Web Host business, customers, software technology and marketing which Web Host treats as confidential (hereinafter "Confidential Information"). You agree to at all times during the term of this agreement and otherwise as set forth herein: (i) hold in confidence, and not disclose or reveal to any person or entity, any "Confidential Information" without the express prior written consent of Web Host; and (ii) not use or disclose any of the "Confidential Information" for any purpose at any time, other than pursuant to your rights under this agreement for the purpose intended. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for three (3) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

6.3 You are the sole owner of any information that you post within your account area. Web Host does not normally review or edit the information posted within your account. Notwithstanding the above Web Host specifically reserves all right to edit, change, remove or delete any information posted in violation of this policy, the Web Host Acceptable Use Policy or any applicable law, order or public policy. Web Host is not your partner, associate, joint venturer or agent with respect to any information placed by you on the Web Host servers.

#### **7. TERM**

The initial term of this agreement shall be the period selected by you at the commencement of your account. Periodic accounts (monthly, annual, biannual) are automatically renewed and are charged in the same manner you selected at the commencement of your account. Any Additional services are renewed for the same period as the corresponding hosting service. A listing of the presently available plans is available on the Web Host website located at [www.Web Host.com](http://www.Web Host.com).

#### **8. SUSPENSION AND TERMINATION**

8.1 Suspension - At the sole option of Web Host for any reason set forth herein or in the event that you breach any term of this agreement including but not limited to Section 1 (Payment of Fees) or any violation of the Web Host Acceptable Use Policy, Web Host may suspend your account by deactivating any access by you and/or by web users to any information contained on the Web Host servers related to your account while maintaining the information and data related to your account upon the Web Host servers. Suspension shall specifically include the disabling of your

hosted domain and/or any access to information or data related to your account. In the event of any such suspension you will be notified. At the option of Web Host you may be given an opportunity to correct such breach or violation. Upon being notified of an opportunity to correct such breach or violation, if such breach or violation is not corrected the account may be terminated under paragraph 8.2. Service charges will continue to accrue on suspended accounts as if they were not suspended. You will remain responsible for the payment of any such charges during any such period of suspension.

8.2 Termination - This agreement and all of its terms shall remain in full force and effect until it is terminated. Termination shall include the removal of any and all of your information from the Web Host servers. Such information or data may or may not be made available to you by Web Host after any such termination. This agreement may be terminated either (a) after a period of suspension as set forth in paragraph 8.1 or (b) except as otherwise stated herein by either party upon 45 days notice in advance of a renewal period for any reason.

8.3 In the event of termination under paragraph 8.2(a) there will be no refund provided to you. In addition, Web Host may charge you an additional termination fee not to exceed \$100.00 at its sole option. The assessment of this termination fee shall not affect the rights of Web Host to recover from you losses, damages, indemnity, defense costs, expert costs, collection costs and/or attorney's fees or other costs of any kind as may be applicable under California Law

## **9. INFORMATION USAGE AND COMMUNICATIONS**

9.1 You hereby consent and agree that as to any information which Web Host may collect from you and/or maintain with respect to you, including but not limited to your account information, dates of service, billing address, billing records, usage statistics, site statistics, services purchased, domain name purchases, correspondence to or from Web Host concerning you or your account, or other information which in Web Host sole judgment is reasonable, Web Host may disclose such information to public or private third parties as applicable law may require or permit. The decision as to whether to disclose such information as may be required, permitted or otherwise reasonable shall be within the sole discretion of Web Host and may include but shall not be limited to (1) compliance with court order, subpoena or other request of any State or Federal government, (2) compliance with the Electronic Communications Decency Act, (3) compliance with the Digital Millennium Copyright Act (3) compliance with the Web Host Terms of Service or other policies.

9.2 During and after the term of this agreement you agree to receive periodic emails from Web Host in regards to Web Host or partner products, services, your account, and system conditions, changes, updates or and schedules.

9.3 You agree to provide and at all times during the term of this agreement maintain true and accurate account information on file with Web Host specifically including your Name, Address, Email address, telephone number billing information and any other account information requested at any time during the sign up process. You further agree that the failure to provide or maintain such accurate information is a material breach of this agreement and subjects your account to suspension and/or termination as set forth in paragraph eight (8) herein.

## **10. NOTICE**

10.1 Any notice under this agreement shall be given by Web Host to you via email at the address provided by you to Web Host at the commencement of this agreement or as Web Host is subsequently advised. Notice to you at this address is deemed sufficient regardless of your receipt of such email. If you wish to update your email address you should do so by contacting customer service via the Web Host website located at <http://www.Web-Host.com/contact/>.

10.2 Any notice by you to Web Host shall be made by telephone to a customer service representative at 1-714-521-8150 during Web Host regular business hours of 7:00 a.m. to 5:00 p.m. Pacific Standard Time and is effective only upon receipt by Web Host of any such notice. Such notice may also be sent via United States Mail to the following Address:

CompuMaster, Inc.  
Web Host Division  
14941 S.P.I.D., Ste B  
Corpus Christi, TX 78418

## **11. SURVIVAL**

Sections 1, 3 through 6, 8, 9, 10, 12, 13, and 15 through 21, inclusive, of this agreement shall survive the termination of this agreement and shall remain in full force and effect after any such termination.

## **12. WARRANTIES AND LIMITATIONS**

12.1 Web Host makes every reasonable effort to maintain operation of the Web Host service however because as many events and circumstances are beyond the control of Web Host, Web Host does not in any way warrant or

otherwise guarantee the availability of the Web Host system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of Web Host.

12.2 THE WEB HOST SERVICE IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

12.3 In general, Web Host has no control over information contained on the Internet. Information obtained by you from the Internet may be inaccurate, offensive or in some cases even illegal. Web Host accepts no responsibility for any information which you receive from the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you obtain from the Internet as well as the reputation of the individuals with whom you may deal. Web Host provides no warrantee for any goods or services which you obtain over the Internet nor the compatibility of any such services with the Web Host system.

12.4 You specifically hereby waive any claim for damages of any kind whether direct, indirect, special, exemplary, punitive, incidental or consequential, loss of profits or loss of business as the result of any action taken in response to any claim of copyright infringement without regard to whether or not the material claimed to have been infringing is later found to be infringing.

12.5 THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH OF THIS AGREEMENT, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE THE TOTAL AMOUNT OF SERVICE FEES PAID BY YOU TO WEB HOST IN THE THREE MONTHS IMMEDIATELY PROCEEDING ANY ALLEGATION OF ENTITLEMENT TO SUCH REMEDY. IN NO EVENT SHALL WEB HOST BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS AS THE RESULT OF ANY SUCH ACTION OR INACTION WITHOUT REGARD TO THE LIKELIHOOD OF ANY SUCH DAMAGES.

### **13. INDEMNITY**

13.1 You agree to fully defend and indemnify and hold harmless Web Host of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or your negligence whether active or passive or any negligence of Web Host in any way related to your use of the Web Host service or any portion thereof.

13.2 You agree to fully defend and indemnify and hold harmless Web Host of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any violation or claimed violation of any copyright or other intellectual property right of any third party which is in any way related to your use of the Web Host service or any portion thereof. Choice of counsel remains exclusively that of Web Host

13.3 You agree that upon the assignment of your user ID and password that you will maintain the confidentiality of your account information and assume all responsibility of and from any loss, theft or other destruction of any data as the result of any access to your account via the use of your user ID. You further agree to defend and indemnify and hold harmless Web Host of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any claim for damages in any way related to the disclosure of your confidential User ID and Password information. Choice of counsel remains exclusively that of Web Host.

### **14. FORCE MAJEURE**

Either party to this agreement shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

### **15. U.S. EXPORT CONTROLS**

Software available in connection with the Web Host services is subject to United States export controls. No Software may be downloaded from Web Host or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the any downloaded Software or software component is at your sole risk.

### **16. ASSIGNMENT**

Your rights under this agreement may be assigned only upon prior notice and express approval by Web Host. Web Host may assign its rights hereunder to any person or entity who shall become a principal owner, or shareholder of Web Host. Any other attempted transfer or assignment of rights hereunder shall be null and void ab initio.

#### **17. SEVERABILITY**

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

#### **18. CHOICE OF LAW**

This Agreement shall be interpreted under the laws of the State of Texas without regard to any conflict of laws provisions. Any action between the parties to this agreement for the breach of this agreement or any action or claim in any way relating thereto shall be venued in the Superior Court of the State of Texas, County of Nueces. The parties to this agreement hereby consent to jurisdiction in that court and agree to accept service by mail and hereby waive any defense of any kind related to jurisdiction or venue.

#### **19. NO AGENCY**

Notwithstanding any other provision of this agreement, Web Host is not your agent, partner or joint venturer in any respect.

#### **20. AMENDMENT**

Web Host may without advance notice amend this Agreement from time to time, and will do so by posting the new Agreement on the Web Host web site in place of the old. Each and every such amendment shall become effective immediately for all pre-existing and future accounts. Additionally, you are bound by any and all other legal agreements or terms available at <http://www.Web Host.com/legal>.

#### **21. REQUIRED NOTICES**

20.1 Copyright Infringement Claims - Any notice concerning any claim of copyright infringement should be addressed to CompuMaster, Inc. - Web Host Division, COPYRIGHT INFRINGEMENT CLAIM, 14941 S.P.I.D., Ste B; Corpus Christi, TX 78418; Telephone (361) 949-2707; Facsimile (361) 949-2117.

20.2 Texas - Pursuant to the terms of The Electronic Commerce Act of 1984 please be advised that as may be applicable to you under Texas Law if you are unsatisfied with the manner in which a complaint that you may have regarding the Web Host service you may contact the complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at PO Box 12548, Austin, TX 78711-2548.