

EmoeHost Service Agreement

1. Site Services

EmoeHost agrees to provide to Client the Services agreed upon between EmoeHost and Client as selected by Client at www.emoehostmaine.com.

2. Payment & Invoicing

In consideration of the performance of the Services, Client shall pay EmoeHost monthly or annually in advance the amount set forth in EmoeHost's customer database as such records are amended from time to time for the Services during the term of this Agreement.

Client shall receive a confirmation letter via e-mail at the time Client contracts for the Services, which shall confirm the fees payable to EmoeHost. Thereafter, Client shall receive a monthly or annual billing statement for the upcoming period. The billing statement shall indicate any changes in fees, which fees shall become effective upon thirty (30) days' notice as set forth below.

Client is responsible for all activities and charges resulting from Client's use of the Services. Client agrees to pay all fees, bandwidth charges, connect time charges, surcharges, and other charges incurred by Client and set forth in the billing statement. Client acknowledges that no refunds will be given by EmoeHost in the event that Client's account is terminated by EmoeHost or Client mid-term. In the event of a breach of security, Client will remain liable for any unauthorized use of the Services until Client notifies EmoeHost by sending an e-mail with account information to emoesales@emoehostmaine.com.

Current rates for using the Services may be obtained on our web site at www.EmoeHost.com. EmoeHost reserves the right to change fees, surcharges, monthly membership fees or to institute new fees at any time. In addition, EmoeHost may institute special trial offers, from time to time, that shall be reflected in the confirmation letter sent to Client upon sign up. If EmoeHost does not receive the full amount of Client's Service account balance within seven (7) days of invoice due date, a late charge equal to 1.5% per month or highest amount allowed by law per month will be added to Client's bill and shall be due and payable. Client shall also be responsible for all attorney and collection fees arising from EmoeHost's efforts to collect any unpaid balance of Client's account(s), and EmoeHost may terminate Client's account immediately without further notice to Client.

All hosting services renew automatically. Client may opt out of automatic renewals by contacting emoesales@emoehostmaine.com.

3. Responsibilities of EmoeHost

Means of Performance. EmoeHost shall provide Client with the EmoeHost hosting services, as described at www.EmoeHost.com hereto. EmoeHost and its partners have the right to control and direct the means, manner, and method by which the host services are performed. Currently, the standard location for shared, reseller, and VPS hosting is Dallas, TX. EmoeHost and its partners retains the right to alter the default location for accounts at its discretion as needed.

Support. EmoeHost shall provide a reasonable level of technical support to Client via email or Web page for the term of this Agreement.

Other Work. EmoeHost has the right to perform and license products to others during the term of this Agreement. EmoeHost may elect to electronically monitor the host services and may disclose any content or records to satisfy any law, regulation, or other governmental request or to properly operate host services and protect its Clients. EmoeHost reserves the right to block any site hosted by EmoeHost that contains any content that EmoeHost deems in its sole discretion to be unacceptable or undesirable.

4. Responsibilities and Rights of Clients

Client. Client represents and warrants that (i) Client is at least eighteen (18) years of age, (ii) Client possesses the legal right and ability to enter into this Agreement, and (iii) the performance of Client's obligations and use of the Services by Client, its customers and users, will not violate any applicable laws, regulations or the rules and regulations or cause a breach of any agreement with any third parties or unreasonably interfere with other EmoeHost Clients' use of Services. Client assumes all risks related to processing of transactions related to electronic commerce. Client agrees to provide EmoeHost with accurate, complete and updated information required by the registration of the EmoeHost host service (Client Registration Data), including Client's legal name, address, telephone number(s), and applicable payment data (e.g., credit card number and expiration date). Client agrees to notify EmoeHost within thirty (30) days of any changes in Client's Registration Data.

Breach of Warranties. In the event of the breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, EmoeHost will have the right, in its sole discretion, to suspend or terminate immediately any Services.

Fees and Expenses. Client shall be responsible for payment of all costs, fees and expenses assessed by third parties in the course of being provided Services. Such costs include, but are not limited to, the fees required to register and maintain domain names, which is governed by a separate agreement between Client and a third-party domain name registrar.

Third-Party Software. Third-party software available through the Services may be governed by separate end user licenses. By using the Services and the third-party software, Client agrees to be bound by the terms of such end user licenses regarding the applicable third-party software. Client consents and authorizes EmoeHost to delegate the authorizations Client provides to EmoeHost to its third party service provider(s) as EmoeHost deems necessary or desirable to provide the applicable Services. Client agrees that the terms and conditions of this Agreement, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such third party service providers and such third party service providers are deemed to be third party beneficiaries of the Agreement, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. Client also agrees that all reference to "EmoeHost" within this Agreement and any incorporated terms are also deemed to include, where applicable, EmoeHost's agents, such as the third party service providers.

Advertising, Solicitation, and Client Name Harvesting. Client may not use the Services to send unsolicited advertising, promotional materials, or other forms of solicitation to the EmoeHost clients or other Internet users unless Client receives the express permission of such individuals. Client may not use the means of unsolicited advertising to advertise a site hosted on the EmoeHost network. Client may not use the Services to collect or "harvest" user-names of EmoeHost clients or other Internet users without the expressed prior permission of the member. EmoeHost reserves the right to block or filter mass email solicitations sent from sites hosted on the EmoeHost network.

Management of Site. Client shall be solely responsible for all content available on or through its site, and shall at all times be subject to the terms of this Agreement, EmoeHost's then-standard Terms of Service ("TOS") and any generally applicable guidelines and service standards published by EmoeHost. Client warrants that its site hosted on the EmoeHost network (i) will conform to the EmoeHost TOS attached hereto as Exhibit A; (ii) will not infringe and will not contain any content that infringes on or violates any copyright, U.S. patent or any other third-party right; and (iii) will not contain any content which violates any applicable law, rule or regulation. EmoeHost shall have no obligations with respect to the content available on or through any site hosted on the EmoeHost network, including, but not limited to, any duty to review or monitor any such content. EmoeHost reserves the right to block any site that violates any of the above-stated terms, or which in EmoeHost's sole discretion, EmoeHost deems objectionable or offensive, or otherwise violates a law or EmoeHost policy, or, in the alternative, to terminate this Agreement in accordance with Section 7 herein.

Compliance Laws. Client agrees that it will use the Services only for lawful purposes and in accordance with this Agreement. Client will comply at all times with all applicable laws and regulations and the TOS, as updated by EmoeHost from time to time. The TOS are incorporated herein and made a part hereof by this reference. EmoeHost may change the TOS, with notice, which notice may be provided by posting such new TOS at the EmoeHost Site. Client may request a current copy of the TOS by sending or faxing a request to EmoeHost. Client agrees that it has received, read and understands the current version of the TOS.

5. Limitation of Liability, No Other Warranty or Disclaimer

Limitation. In the event that any limited guarantees are provided by EmoeHost, such limited guarantees are null and void if Client fails to follow EmoeHost's TOS and other policies or otherwise breaches this Agreement in any respect.

No Other Warranty. EmoeHost does not monitor or exercise control over the content of the information transmitted through its facilities. Use of the Services or any information that may be obtained there from is at Client's own risk. The Services are provided on an "as is" basis, and Client's use of the Services is at its own risk. Except as provided in the order form(s), EmoeHost does not make, and hereby disclaims, any and all other express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. EmoeHost does not represent or warrant that the Services will be uninterrupted, error-free, or completely secure.

Disclaimer of Actions Caused by and/or Under the Control of Third Parties. EmoeHost does not and cannot control the flow of information to or from EmoeHost's network and other portions of the Internet. Such flow depends in large part on the performance of the Internet services provided or controlled by third parties. At times, actions or inactions of such third parties may impair or disrupt Client's connections to the Internet (or portions thereof). EmoeHost cannot guarantee that such events will not occur. Accordingly, EmoeHost disclaims any and all liability resulting from or related to such events.

6. Indemnification

Client agrees to indemnify, defend and hold EmoeHost and its affiliates, agents, employees, and licensors (including the third party service providers) harmless from any and all claim, demand, loss, costs or expense, including attorneys' fees, made by any person arising out of Client's violation of this Agreement, State or Federal Securities laws or regulations, or any other person's rights including but not limited to infringement of any copyright or violation of any proprietary or privacy right.

Under no circumstances, including but not limited to a negligent act, will EmoeHost or its affiliates, agents, employees, or licensors (including third party service providers) be liable for any damages of any kind that result from the use of, or the inability to use, Services, even if any such party has been advised of the possibility of such damages.

In no event will EmoeHost or its third party service providers be liable to Client or any third Party for any tort, contract or any other liability arising in connection with the use of the Services, or reliance on any information or services provided by EmoeHost. EmoeHost and its third party service providers will under no circumstances be liable to Client and/or any third party, regardless of the form of action, for any loss of profits, goodwill, use, data or other intangible losses, or any direct, indirect, special, consequential, incidental or punitive damages whatsoever, even if EmoeHost or its third party service providers has been advised of the possibility of such damages, resulting from: (i) the use of the inability to use the Services; (ii) the timeliness, deletion, misdelivery, or failure to store any user data, communications or personalization settings; (iii) the cost of getting substitute goods and services resulting from any products, data, information or services purchases or obtained or messages received or transactions entered into, through or from the Services; (iv) statements or conduct of anyone on the Services; (v) the use, inability to use, unauthorized use, performance or non-performance of any third party, even if the third party has been advised previously of the possibility of such damages; or (vii) any other matter relating to the Services. Client agrees that Client will not in any way hold EmoeHost responsible for any selection or retention of, or the acts or omissions of, third parties (including third party service providers) in connection with the Client Services.

Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply to Client, and the respective liability of EmoeHost and its third party service providers, employees, distributors and agents is limited to the greatest extent allowable under applicable law in those states.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liability or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of Client's remedies under this Agreement fail, then Client expressly agrees that under no circumstances will the total, aggregate liability of EmoeHost and its third party service providers, employees, distributors, agents or affiliates, to Client or any party claiming by or through Client for any cause whatsoever exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

7. Termination

Without Cause. This Agreement may be terminated by either party at any time during any Renewal Term for any or no reason upon either party giving to the other no less than five (5) days' prior email notice of termination. No matter which party terminates the Agreement pursuant to this Section 7.1, any and all payment obligations of Client under this Agreement for Service(s) provided through the date of termination will immediately become due, and Client shall be required to prepay for any portion of the Services that have not been paid for and are to be rendered during such five (5) day period.

For Cause. In addition to any other rights it may have under this Agreement or applicable law, EmoeHost may immediately terminate this Agreement or suspend service, effective without notice, in the event of (i) a default in payment, or (ii) Client's breach or failure to comply with the TOS or other policies of EmoeHost. Client may terminate this Agreement if EmoeHost breaches any material term or written notice of same. If this Agreement is terminated by EmoeHost under this Section 7.2, all balance of the then current term shall immediately become due and payable. In addition to the foregoing, EmoeHost reserves the right to prohibit any conduct or to remove any materials or content in violation of the TOS or which EmoeHost believes in its sole discretion to be illegal or potentially harmful to others or may expose EmoeHost to harm or liability.

No Liability for Termination. Neither party will be liable to the other for any termination or expiration of any Services of this Agreement in accordance with its terms.

Survival. The following provisions will survive any expiration or termination of the Agreement: Section 4, 5, 6, 7, and 8.

IP Address. Upon expiration, cancellation or termination of this Agreement, Client shall relinquish any Internet protocol ("IP") numbers, address or address blocks assigned to Client by EmoeHost or its network services supplier (but not the URL or top level domain connected therewith). EmoeHost reserves, in its sole discretion, the right to change or remove any and all such IP numbers, addresses or address blocks.

8. General

Assignment. Client may not assign this Agreement or any of Client's rights or obligations hereunder without the prior written consent of EmoeHost, and any such attempted assignment shall be void. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

Notices. Any notices or communication under this Agreement shall be in writing and shall be deemed delivered to the party receiving such communication at the address specified below (1) on the delivery date if delivered personally to the party, or a representative of the party; (2) one business day after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, whether or not received, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile.

If to EmoeHost:

emoesales@emoehostmaine.com

If to Client:

To Client address provided at account set-up.

Force Majeure. EmoeHost and its affiliates, agents, employees, or licensors (including third party service providers) shall not be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any contingency beyond the reasonable control of such party, including without limitation, fire, flood, strike, and other industrial disturbance, failure to transport, accident, war, riot, insurrection, act of God or order of governmental agency. Performance shall be resumed as soon as possible after cessation of such cause. However, if such inability to perform continues for fifteen (15) days, the other party may terminate this Agreement without penalty and without further notice.

Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

Terms of Services. Client agrees to be bound by EmoeHost's TOS for all Services and products used by Client. The current TOS can be found on EmoeHost's website at www.EmoeHost.com. Should Client disagree with any updates to EmoeHost's TOS, it is Client's responsibility to notify EmoeHost of Client's desire to terminate their Services immediately.

Implied Agreement. CONTINUED USE OF THE SERVICES AND/OR PRODUCTS CONSTITUTES IMPLIED AGREEMENT WITH THIS AGREEMENT AND EMOEHOST'S TOS IN THEIR ENTIRETY. BY USING THE SERVICES, CLIENT AGREES TO BE BOUND BY ALL TERMS ASSOCIATED WITH SAID SERVICES, INCLUDING THIS AGREEMENT AND THE TOS.

CLIENT'S ONLY RECOURSE IN THE EVENT OF A DISAGREEMENT IS TO TERMINATE THIS CONTRACT IMMEDIATELY IN ACCORDANCE WITH SECTION 7 HEREIN.

EmoeHost reserves the right to revise our policies at any time.