



Terms of Service - Updated 1/1/2005

EasyASPHosting.Com, Inc. TERMS OF SERVICE

1. APPROPRIATE USE OF THE SERVICES.

You agree to the terms of our Acceptable Use Policy, which are stated at in full at <http://www.easyasphosting.com/aup.asp>

EasyASPHosting.Com, Inc. shall be entitled to immediately terminate this Agreement if EasyASPHosting.Com, Inc. determines that your account is in violation of portion of its Acceptable Use Policy

2. PAYMENT OBLIGATIONS

All services provided by EasyASPHosting.Com are due and payable in advance. EasyASPHosting.Com accepts VISA, MasterCard, Novus (Discover), American Express credit cards, and checks that clear before services are rendered.

If you have chosen to pay via credit card, your credit card will be automatically debited. If your card declines for any reason, you are required to provide EasyASPHosting.Com with alternative credit card information no later than 5 days after being contacted by EasyASPHosting.Com. Failure to provide alternative credit card information in a timely manner will result in account suspension.

On your renewal date of hosting, your card will be charged. If your credit card gets declined you will need to update your credit card information on file. If you have not paid within 6 days, we will turn off service to your account. After 30 days of non-payment we will delete your account off of the server.

If you remit payment to EasyASPHosting.Com, Inc. via check, any invoices you receive should be considered due upon receipt. Should your account become delinquent, we may at any time and at our discretion convert your account to credit card payment only. Any invoiced accounts that are more than 6 days past due will be suspended, subject to a reconnection fee and late fees.

If Client chooses to register a domain name(s) through EasyASPHosting.Com; the client acknowledges and agrees that Client will pay a registration fee(s) to register the domain name(s) with the applicable domain name registrar. EasyASPHosting.Com does not offer refunds for domain name registrations for any reason, including misspelling of the domain name.

If Client terminates this Agreement in accordance with Section 4 hereunder, Client shall be responsible for any outstanding fees owed to EasyASPHosting.Com and agrees to pay any and all fees incurred by Client. Clients who subscribe to services billed on a monthly basis will not be eligible for refunds of any kind. Client will be responsible for Service fees incurred each month regardless of when Client provides notice of termination. Thus, for example, if Client provides notice to terminate on the 15th of a particular month, Client will still owe fees for the entire month and such fees will not be pro-rated or refunded. If Client has prepaid for the entire term (6 months, 12 months, or 24 months), no refund will be given for remaining unused months.

If your account is suspended for non-payment, you will have to pay any balance due plus a \$75 reconnection fee for

EasyASPHosting.Com to restore service.

Should EasyASPHosting.Com be required to retain professional services in direct relation to client's site (such as law enforcement / IRS / legal actions), client shall be responsible for all third party expenses, in addition to administrative fees incurred by EasyASPHosting.Com.

Billing disputes must be made in writing within 30 of the original invoice date. Any disputes after the initial 30 days will be considered null and void. Courtesy payment receipts are supplied via e-mail on the recurring billing date. It is the customer's responsibility to verify that the charges are appropriate and submit any disputes immediately. You can see the details of all of your invoices by logging into our [billing system](#).

EasyASPHosting.Com shall be entitled to immediately terminate this Agreement for Client's failure to make timely payments to EasyASPHosting.Com.

3. CLIENT LIABILITY AND INDEMNIFICATION

The parties agree that in no event shall EasyASPHosting.Com be liable to any third party for Client's breach or alleged breach of any of the terms and conditions set forth in this Agreement. Client agrees to defend, indemnify and hold harmless EasyASPHosting.Com from any and all expenses, losses, liabilities, damages or third party claims resulting from Client's breach or alleged breach of any Client obligations set forth hereunder.

4. TERM, TERMINATION, REINSTATEMENT

Subject to the terms and conditions hereof, this Agreement shall be effective on the date you register for the Services, and shall continue in effect on a month-to-month basis unless otherwise specified by separate agreement (the "Term") unless terminated earlier pursuant to the provisions of this Section 4. Either party will have the right to terminate this Agreement upon notice to the other party. If Client is terminating this Agreement, Client must [contact us](#) with their helm username, domain name to cancel, first four and last four digits of the credit card on file, and reason for cancellation. All cancellation requests must be received one business day before the end of your term. Sections 3 - 9 shall survive termination or expiration of this Agreement.

EasyASPHosting.Com provides a full 30 day satisfaction guarantee with all virtual and reseller hosting accounts. If you should be unhappy with any virtual or reseller hosting account within 30 days, a full refund will be issued within 72 hours, minus any AUP violations and overages.

EasyASPHosting.Com may run promotions from time to time which include free days. EasyASPHosting.Com will bill for these services in advance, however the official billing date will not begin until the free days have been provided. If you cancel service during free days, you will be issued a 100% refund within 24 hours, with exception of AUP violations, which will void any refund and may incur additional charges.

5. TAXES

Client will pay and indemnify and hold EasyASPHosting.com harmless from any and all taxes associated with or arising from Client's use of the Services, including any penalties and interest and any costs associated with the collection or withholding thereof.

6. DISCLAIMER OF WARRANTY

THE SERVICES, THE EasyASPHosting.Com SITE, INCLUDING WITHOUT LIMITATION, ALL PRODUCTS AND SERVICES DISPLAYED OR OFFERED ON THE EasyASPHosting.Com SITE, AND ALL TEXT, GRAPHICS, LINKS AND APPLICATIONS ARE PROVIDED TO CLIENT ON AN 'AS IS' BASIS AND WITHOUT WARRANTY OF ANY KIND. EasyASPHosting.Com DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO EACH OF THE FOREGOING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EasyASPHosting.Com SPECIFICALLY DISCLAIMS ANY WARRANTY THAT (1)THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (2) DEFECTS WILL BE CORRECTED; (3) THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS; AND (4) THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL EasyASPHosting.Com BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF THE EasyASPHosting.Com SITE OR ANY EasyASPHosting.Com PRODUCTS OR SERVICES, OR FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL EasyASPHosting.Com CUMULATIVE LIABILITY EXCEED AN AMOUNT GREATER THAN TWO HUNDRED FIFTY DOLLARS (\$250 US).

8. LAWFUL PURPOSE

EasyASPHosting.Com reserves the right to refuse service to anyone. Customers may only use EasyASPHosting.Com server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of EasyASPHosting.Com management. Regardless of the place of signing this agreement, the client agrees that for purposes of venue this contract was entered into in New London County, in Connecticut, and any dispute will be litigated or arbitrated in New London County, Connecticut. Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in New London County courts.

9. DATA LOSS

EasyASPHosting.Com is not responsible for any data loss. Customers are strongly encouraged to and are responsible for keeping local backup files of all sites. Any backup services provided by EasyASPHosting.Com are at our discretion and are not guaranteed unless otherwise specified under separate contract. Restoration of files from backup may incur restoration fees.

10. MISCELLANEOUS

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted. This Agreement (including the Exhibits, attachments and/or addenda, if any,) represents the entire agreement of the parties with respect of the subject matter hereof and supersedes all prior and/or contemporaneous agreements or understandings, written or oral between the parties with respect to the subject matter hereof. This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by Client, but may be so transferred, assigned or delegated by EasyASPHosting.Com. Any waiver or any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right. In any legal proceeding between the parties under this Agreement, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorneys' fees. This Agreement is made under and shall be governed by the laws of the United States of America, except with regard to it's conflict of law rules. This Agreement and EasyASPHosting.Com's policies are subject to change by EasyASPHosting.Com without notice. Continued usage of the Services after a change to this Agreement by EasyASPHosting.Com or after a new policy is implemented and posted on the EasyASPHosting.Com Site constitutes your acceptance of such change or policy. We encourage you to regularly check the EasyASPHosting.Com Site for any changes or additions.