

## **Web Hosting Agreement**

This **Agreement** is between **Infinity AccessNET, Inc.**, a Minnesota Corporation and Internet Service Provider ("IA-ISP") and \_\_\_\_\_ ("Client") for the purpose of hosting Client's web site.

### **Hosting by IA-ISP**

IA-ISP will provide services to host Client's website and will use its reasonable best efforts to do so on a continuous and uninterrupted basis.

IA-ISP does not guarantee or warrant its services in any way. Interruptions may occur. The Client's website may be down and not accessible from time to time. IA-ISP will not be liable in anyway whatsoever for interruptions, inaccessibility of Client's website, failure for any reason to provide continuous and uninterrupted service, or for any injuries or damages that may result to or be incurred by Client.

Client is accepting and using IA-ISP's services to host its website at its own risk.

### **Payment by Client**

Client will pay IA-ISP in advance for the hosting services to be provided by IA-ISP pursuant to the invoices issued to Client by IA-ISP and in accordance with the payment policies posted by IA-ISP on its website ([www.iaxs.net/payment/](http://www.iaxs.net/payment/)).

If Client does not make payment when due or otherwise does not comply with payment policies, IA-ISP may terminate this Agreement and assess a disconnect fee of \$50 to be collected from Client along with the payment amount invoiced.

### **Term, Renewal and Termination**

The term of this Agreement will be the period of time stated in the initial invoice issued to Client by IA-ISP plus all renewals. This Agreement will automatically renew for consecutive like periods of time unless terminated in writing by either party at least 30 days prior to the end of the current period of time.

The termination date will be the end of the current period of time, unless sooner designated by Client. In either case, no refund will be paid to Client from IA-ISP.

IA-ISP may terminate this Agreement at any time with or without cause upon 30 days written notice to Client. In such event, IA-ISP will determine and refund on a prorated basis the unused portion, if any, of the payments made by Client.

