

Web Hosting Agreement

El Valle Consulting, LLC.
P.O. Box 1A

Cowles, NM Electronic Mail: sales@el-valle-cons.com

Section 1. General

This Web Hosting Agreement (the Agreement) is for purposes of Web Hosting Services only. The terms and conditions of the Agreement do not apply to any other agreements by and between El Valle Consulting, LLC. and the consenting party to this Agreement.

Section 2. Parties to the Agreement

El Valle Consulting, LLC., P.O. Box 1A, Cowles, NM (EVC) is the party of the first part and the individual or the organization contracting with EVC pursuant to this Agreement is the party of the second part (the Customer).

Section 3. Web Hosting Services

EVC agrees to provide disk space on a server acting as an Internet Host Service on behalf of the Customer. Service shall include connection to the Internet so that Customer's web site pages can be delivered through the Internet.

Section 4. Ownership of Domain Name

EVC does not hold any interest in Customer's Domain Name, including copyright or trademark ownership interests, as a result of performing Web Hosting Services.

Section 5. Payment of Fees

Customer agrees to pay EVC for Web Hosting Services in the amounts (in U.S. funds) that follow:

A. Initial Disk Allocation - Set-up Fee:

\$30.00 paid in advance.

B. Sub-directory Service - No Domain Name

Initial Disk Allocation Level as selected by the Customer and in the amount as specified on the Web Hosting Sign Up Form. **All monthly amounts are payable in six-month increments.**

C. Domain Name Service

Initial Disk Allocation Level as selected by the Customer and in the amount as specified on the Web Hosting Sign Up Form. **All monthly amounts are payable in six-month increments.**

D. Other Add-On Features and related pricing as agreed to by written addendum to this Agreement.

E. Pro-ration of Set-up Fees, Incremental Disk Allocation Fees and Other Add-On Features:

- 1. Set-up Fees:** Set-up fees are one-time fees and will be billed immediately.
- 2. Monthly Charges:** For items with monthly charges, Customer will be billed for the number of months remaining until the primary service renews. When primary service renews, all add-ons Customer has ordered will be renewed as well, unless Customer has canceled any add-ons. Thus, upon renewal Customer will be billed for primary service and any add-ons at the same time on the same invoice.

Section 6. Change of Fees

Fees are subject to change without notice.

Section 7. No Refund

Amounts paid pursuant to this Agreement are not refundable.

Section 8. Right to Remove Web Site

Customer agrees that EVC shall have the right to remove Customer's web site from public posting for failure to adhere to the terms of this Agreement, including violating any licensing agreements or failure to pay fees duly billed.

Section 9. Refusal to Service and Related Limitation of Liability

EVC reserves the right to refuse service for an advertisement or other material posted to the web site that EVC in its sole discretion believes is not legal, ethical or in good taste.

Section 9.1. Customer Material

Customer hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the web site's web hosting service or host server. Abusive and unethical materials and uses include, but are not limited to: spam, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity or material advocating illegal activity, and any infringement of privacy or act of libel.

Section 9.2. Indemnification

Customer hereby agrees to indemnify and hold harmless EVC from any claim resulting from Customer's publication of material or use of those materials. Customer specifically agrees that EVC shall not be held liable or responsible for content of any advertisements or other material Customer publishes on the web site.

Section 10. Impossibility of Performance

Customer acknowledges and agrees that EVC cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond EVC's control, including but not limited to, interruptions in telecommunication, Internet backbone, Internet servers, Customer's computers or software failure, Customer's computers or software failure and EVC's computers or software failure.

- Section 11. Confidential Information**
EVC agrees to not disclose any information about Customer except as requested by Customer or as required by legal authority.
- Section 12. Laws Affecting Electronic Commerce**
From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Customer agrees that Customer is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend EVC and its sub-contractors from any claim, suit, penalty, tax, or tariff arising from Customer's exercise of Internet electronic commerce.
- Section 13. Limitation of Liability**
IN NO EVENT SHALL EVC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT) WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY.
- Section 13.1. Specific Limitation of Liability**
EVC is specifically not liable for copyright or trademark infringement as a result of providing Web Hosting Services for Customer's Domain Name. It is the Customer's sole responsibility to verify that the Domain Name used pursuant to this Agreement is not the legal property of others.
- Section 14. Exclusive Remedies**
Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Customer paid during the term of this Agreement and reasonable attorney's fee and court costs.
- Section 15. Waiver of Contractual Right**
The failure of either party to this Agreement to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- Section 16. Binding Agreement**
This agreement shall be binding upon the parties, their successors, assigns and personal representatives.
- Section 17. Termination**
This Agreement may be terminated by notice to either party and shall be effective thirty days from the date of transmittal of the notice. In the event of termination, EVC shall transfer the administrative records (as recorded with the applicable Internet registration authority) of the Domain Name from EVC to Customer if EVC has been named with such authority.
- Section 18. Notice**
Notices required pursuant to this Agreement shall be considered delivered if such notice is transmitted to either the last known mailing address or electronic mail address of Customer and EVC.

Section 19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, USA without giving effect to any principles or conflicts of law. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then either that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions or such provisions shall be reformed only to the extent necessary to make it enforceable. Litigation or arbitration required as a result of this Agreement shall be in San Miguel County, New Mexico, USA. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Section 20. Complete Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be amended only in writing and signed by both parties.

Signatures: In witness whereof, the parties hereto have executed this Agreement as of the date indicated below:

Customer

Signature: _____

Title: _____ Date: _____

El Valle Consulting, LLC.

Signature: _____

Title: _____ Date: _____