

Site Hosting Agreement

Grace Falls, Inc. acts as a neutral provider of web hosting services to the global Internet. Grace Falls, Inc. may suspend services provided to you or cancel your account if determined that you have violated Grace Falls, Inc. policies. Grace Falls, Inc. is required to enforce the Acceptable Use Policies of our upstream network providers. These include, but are not limited to: UUNet, Sprint, and AT&T.

LAWFUL PURPOSE

Grace Falls, Inc. may refuse service to anyone. You may use Grace Falls, Inc. services only for lawful purposes. You may not transmit any materials that are in violation of any Federal, State or Local laws. You may not transmit any copyrighted materials or material protected by trade secrets. Grace Falls, Inc. will make the decision as to whether materials violate its policies.

SPECIFIC ACCEPTABLE USE POLICIES UNAUTHORIZED USE

Grace Falls, Inc. will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. This includes "social engineering" (tricking other people into releasing their passwords), password cracking, security hole scanning, etc. Any of these actions by a Grace Falls, Inc. customer, whether or not the attacked account or computer belongs to Grace Falls, Inc., will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, according to the seriousness of the attack.

Grace Falls, Inc. may deny use of *.Grace Falls, Inc.com third-level domain names which are found to be obscene, offensive, or pornographic. Content which is referenced by a *.Grace Falls, Inc..com third-level domain may not be obscene, offensive, or pornographic. Determining these criteria is within Grace Falls, Inc.'s sole discretion.

ZERO TOLERANCE

If you send unsolicited email or cross post to Usenet newsgroups, you may be subject to immediate cancellation. Grace Falls, Inc. may cancel your account and terminate your services immediately, with no prior notice and no refund of unused service fees. This policy is to promote proper Internet etiquette.

PAYMENT POLICIES

Initial Fees

Payment of the setup fee and first period's monthly charges are required for Grace Falls, Inc. to activate your service. Setup fees are non-refundable. Fees for domain name setup, renewal, or transfer are non-refundable.

Grace Falls, Inc. will notify you by email if the initial charge to your card is declined. A second attempt to bill the card will be made in three days. If the card is again declined and you have not provided alternate valid credit card information, Grace Falls, Inc. will cancel your order. Please note that services will not be activated until payment is received.

Payment by check will only be allowed for payment periods of 6 and 12 months. Service for check paying customers will only be activated after your check clears bank processing.

Monthly Recurring Charges

Only PREMIUM products are identified and available un a monthly recurring charge. You must pay for all other services by the first of the month of each billing cycle for payment periods of 6 and 12 months.

When paying by credit card, we will automatically charge your credit card on the first day of your billing cycle which may be 6 or 12 months. Your account will be suspended if three attempts to charge the card are declined. Grace Falls, Inc. will notify you by email if your account is suspended, so that you may provide us with another credit card.

CANCELLATION

Grace Falls, Inc. reserves the right to cancel your service at any time. Upon cancellation, Grace Falls, Inc. will refund any unused amounts that you have paid. If your account is cancelled because you have violated Grace Falls, Inc. usage policies, no refund will be paid.

You may cancel your service at anytime. You can use the online cancellation form located within your Control Panel. You may also cancel your account using fax or regular mail. Any accounts cancelled by fax or regular mail must include:

- ◆ Account name
- ◆ The primary contact's valid signature
- ◆ Reason for cancellation
- ◆ Last four digits of the credit card or Checking account number on file

The customer is responsible for all money owed on the account from the time it is established to the time that cancellation has been confirmed by Grace Falls, Inc..

Refunds will only be given for full, pre-paid months of service. If you are due a refund, Grace Falls, Inc. will send a check or refund your credit card within 30 days of cancellation receipt.

TRANSFERRING HOSTING SERVICES

Transferring your domain away from Grace Falls, Inc. does not mean your account is automatically cancelled. You must notify Grace Falls, Inc. to cancel your account, using one of the methods listed above.

PRICING POLICY

Grace Falls, Inc. will not change your fees during the middle of your billing cycle. If fees change, they will go into effect the first day of your next billing cycle.

If you signed up for Grace Falls, Inc. under a special promotion and you change your services, the special promotion pricing will no longer be valid for your new services.

Grace Falls, Inc. may change package features and specifications at its discretion.

INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold Grace Falls, Inc. harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Grace Falls, Inc., its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Grace Falls, Inc. against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Grace Falls, Inc.'s server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Grace Falls, Inc.'s server.

DISCLAIMER

Grace Falls, Inc. will not be responsible for any damages customers or their enterprises may suffer. Grace Falls, Inc. makes no warranties of any kind, expressed or implied for services we provide. Grace Falls, Inc. disclaims any warranty, merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non-deliveries, wrong delivery, any and all service interruptions caused by Grace Falls, Inc. and its employees. Grace Falls, Inc. reserves the right to revise its policies at any time.

LIMITATION OF LIABILITY.

In no event shall Grace Falls, Inc. be liable to customer for any damages resulting from, or related to, any failure or delay of Grace Falls, Inc. in providing access to the internet under this agreement. Grace Falls, Inc. makes no warranties of any kind, expressed or implied for services we provide. Grace Falls, Inc. disclaims any warranty, merchantability or fitness for a particular purpose. In no event shall Grace Falls, Inc. be liable to customer for any indirect, special or consequential damages or lost profits arising out of or related to this agreement, the performance or breach thereof, or the accuracy or correctness of databases or the information contained therein, even if Grace Falls, Inc. has been advised of the possibility thereof. Any claim or legal action arising out of failure, malfunction or defects in Grace Falls, Inc. services or goods, or arising from this contract in any respect, shall be brought within a period of one (1) year following the occurrence or said claim shall be deemed waived. Grace Falls, Inc.'s liability to customer hereunder, if any, shall in no event exceed the total amount customer paid to Grace Falls, Inc. hereunder. Grace Falls, Inc. will not be responsible for any damages suffered by customer in any way related to this agreement. This includes loss of data resulting from delays, non-deliveries, wrong deliveries, and any and all service interruptions caused by Grace Falls, Inc. and its employees by its own negligence or customers errors or omissions. Grace Falls, Inc. reserves the right to revise its policies at any time.

Severability

In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the conflict of laws provisions thereof. Customer must file any claims it may have against Grace Falls, Inc. under this Agreement in the state or federal courts in Milwaukee County, Wisconsin, and Grace Falls, Inc. must file any claims it may have against Customer under this Agreement in the state or federal courts in Milwaukee County, Wisconsin.

Force Majeure

Neither party will be in breach of this Agreement for any cessation, interruption or delay in the performance of its obligations under this Agreement (other than payment obligations) due to causes beyond its reasonable control including but not limited to earthquake, fire, flood, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict (a Force Majeure Event). A party whose performance is excused by operation of this Section will provide prompt notice of the Force Majeure Event to the other party and will resume the interrupted performance as soon as it is feasible to do so,

but in no event no later than thirty (30) days after the cessation of the Force Majeure Event. Either party may terminate this Agreement if the Force Majeure Event continues for more than forty-five (45) calendar days, without incurring liability solely as a result of such termination.

Arbitration

In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.