

## Services and Hosting Agreement

This User Agreement ("Agreement") is an agreement between WebbIT, and the party set forth in the related order form or contract incorporated herein, and applies to the purchase of all services (collectively, the "Services") ordered by Customer on the Order Form or provided through contract. Such party is referred to in this Agreement as "Customer" or "you". PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON THE BUTTON ON THE ORDER FORM OR PROVIDING IT AS A RETURN IN AN ACCEPTANCE CONTRACT IN WRITING OR THROUGH ELECTRONIC MAIL, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING WebbIT's USAGE POLICY. FURTHERMORE YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. WebbIT reserves the right to reject this Agreement for any reason or no reason, prior to acceptance thereof by WebbIT. Activation of the Services shall indicate WebbIT's acceptance of this Agreement. Subject to the terms and conditions of this Agreement, WebbIT will provide to Customer the Services selected by Customer set forth on the Order Form.

### 1. Usage Policy

Under this Agreement, Customer shall comply with WebbIT's then current "Usage Policy", as amended, modified or updated from time to time by WebbIT, which currently can be viewed at [http://WebbIT.us/Usage\\_policy.pdf](http://WebbIT.us/Usage_policy.pdf), and which is incorporated in this Agreement by reference. Customer hereby acknowledges that it has reviewed the Usage Policy and that the terms of the Usage Policy are incorporated herein by reference. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern. WebbIT does not intend to systematically monitor the content which is submitted to, stored on or distributed or disseminated by Customer via the Service (the "Customer Content"). Notwithstanding anything to the contrary contained in this Agreement, WebbIT may immediately take corrective action, including removal of all or a portion of the Customer Content, disconnection or discontinuance of any and all Services, or termination of this Agreement in the event of notice of possible violation by Customer of the Usage Policy. In the event WebbIT takes corrective action due to a violation of the Usage Policy, WebbIT shall not refund to Customer any fees paid in advance of such corrective action.

### 2. Amendment

WebbIT may amend, modify or update this Agreement or the Usage Policy at any time in its sole discretion, and Customer shall be bound by any such amendment, modification or update. WebbIT may, but is under no obligation to, provide notice of any amendment, modification or update of this Agreement or the Usage Policy. Any modification is effective on the earlier of two days after posting on WebbIT's Usage Policy website or two days after the sending of a notice by WebbIT to Customer by e-mail or conventional mail. If any modification to this Agreement or the Usage Policy is unacceptable to you, you may terminate your subscription as provided in Section 4. However, if you do not terminate the Agreement, or if you continue to use the Services following effectiveness of the modification, your continued use will mean that you have accepted that modification. WebbIT reserves the right to amend its service offerings and add, delete, suspend or modify the terms and conditions of the Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

### 3. Term; Termination; Cancellation Policy

The initial term of this Agreement shall be as set forth in the Order Form or Contract (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to Customer. After the Initial Term, this Agreement shall automatically renew for successive terms of equal length as the Initial Term, unless terminated or cancelled by either party as provided in this section. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term".

This Agreement may be terminated (i) by either party by giving the other party 30 days prior written notice (subject to an early cancellation fee as provided below), (ii) by WebbIT in the event of nonpayment by Customer, (iv) by WebbIT, at any time, without notice, if, in WebbIT's judgment, Customer is in violation of any term or condition of the Usage Policy or Customer's use of the Service disrupts or, in WebbIT's judgment, could disrupt, WebbIT's business operations and (v) by WebbIT in accordance with Sections 2, 9, and 10 of this Agreement.

If you cancel this Agreement prior to the end of the Term, (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation, (ii) WebbIT shall refund to you all pre-paid fees for basic hosting services for the full months remaining after effectiveness of cancellation (i.e., no partial month fees shall be refunded), less any setup fees and any discount applied for prepayment, (iii) you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term (other than basic hosting fees as provided in (ii) above) and (iii) WebbIT shall have the right to charge you an early cancellation fee of \$25.00. Any cancellation request shall be effective 30 days after receipt by WebbIT, unless a later date is specified in such request.

WebbIT has the right to cancel all services to client if client threatens WebbIT verbally, in writing, through email or fax. Any threat to the operations of the server, WebbIT personnel or working relationships with vendors or current clients will result in immediate cancelation of services to client. WebbIT will provide access to a current website backup for a period of 48 hours so the client can move to another hosting service. A police report will also be filed.

If WebbIT cancels this Agreement prior to the end of the Term, WebbIT shall not refund to you any fees paid in advance of such cancellation and (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation, (ii) you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term and (iii) WebbIT shall have the right to charge you an early cancellation fee of \$25.00.

### 4. Billing and Payment

All fees for the Services shall be in accordance with WebbIT's fee schedule then in effect, the terms of which are incorporated herein by reference, and shall be due at the times provided therein. WebbIT may, with 30 days notice to Customer, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period. WebbIT may impose a late/collection or debt service charge equal to \$10.00 or one and one-half percent (1.5%) of the overdue balance (or such amount as may be required by law) for each month or fraction thereof the overdue amount remains unpaid. In addition, in the event that any amount due WebbIT remains unpaid ten (10) days after such payment is due, WebbIT, in its

sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services. All taxes, fees and governmental charges relating to the collection fees for Services provided hereunder (other than income taxes of WebbIT) shall be paid by Customer.

Customer agrees that WebbIT may pre-charge Customer's fees for the Services to the credit card supplied by Customer during registration.

#### 5. WebbIT as Reseller or Licensor

WebbIT is acting only as a reseller or licensor of the hardware, software and equipment used in connection with the products and/or Services that were or are manufactured or provided by a third party ("Non-WebbIT Product"). WebbIT shall not be responsible for any changes in the Services that cause the Non-WebbIT Product to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-WebbIT Product either sold, licensed or provided by WebbIT to Customer or purchased directly by Customer used in connection with the Services will not be deemed a breach of WebbIT's obligations under this Agreement. Any rights or remedies Customer may have regarding the ownership, licensing, performance or compliance of Non-WebbIT Product are limited to those rights extended to Customer by the manufacturer of such Non-WebbIT Product. Customer is entitled to use any Non-WebbIT Product supplied by WebbIT only in connection with Customer's permitted use of the Services. Customer shall use its best efforts to protect and keep confidential all intellectual property provided by WebbIT to Customer through any Non-WebbIT Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Services. Customer shall not resell, transfer, export or re-export any Non-WebbIT Product, or any technical data derived therefrom, in violation of any applicable United States or foreign law.

#### 6. IP Address Ownership

If WebbIT assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to WebbIT, and Customer shall have no right to use that Internet Protocol address except as permitted by WebbIT in its sole discretion in connection with the Services, during the term of this Agreement. WebbIT shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by WebbIT, and WebbIT reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.

#### 7. Caching

Customer expressly (i) grants to WebbIT a license to cache the entirety of the Customer Content and Customer's web site, including content supplied by third parties, hosted by WebbIT under this Agreement and (ii) agrees that such caching is not an infringement of any of Customer's intellectual property rights or any third party's intellectual property rights.

#### 8. CPU Usage

Customer agrees that Customer shall not use excessive amounts of CPU processing on any of WebbIT's servers. Any violation of this policy may result in corrective action by WebbIT, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in WebbIT's sole and absolute discretion. If WebbIT takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action.

#### 9. Bandwidth and Disk Usage

Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form or Contract (the "Agreed Usage"). WebbIT will monitor Customer's bandwidth and disk usage regularly. WebbIT shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges according to the current fee schedule, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken in WebbIT's sole and absolute discretion. If WebbIT takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action nor be responsible for Customer loss of income or revenue.

#### 10. Customer Web Site; E-Commerce; Customer Warranties

Customer shall be solely responsible for the development, operation and maintenance of Customer's web site, any and all scripts, online store and e-commerce activities, for all products and services offered by Customer or appearing online and for all contents and materials appearing online or on Customer's products, including, without limitation (i) the accuracy and appropriateness of the Customer Content and content and material appearing in its store or on its products, (ii) ensuring that the Customer Content and content and materials appearing in its store or on its products do not violate or infringe upon the rights of any person, and (iii) ensuring that the Customer Content and the content and materials appearing in its store or on its products are not defamatory or otherwise illegal. Customer shall be solely responsible for accepting, processing and filling customer orders and for handling customer inquiries or complaints. Customer shall be solely responsible for the payment or satisfaction of any and all taxes associated with its web site and online store.

Customer shall be responsible for the security and confidentiality of any customer information (including, without limitation, customer credit card numbers) that Customer may receive as a result of its web site or online store, and is completely responsible to maintain current standards as it pertains to Credit Card, Check or any other online electronic payment processing service or system.

Customer represents and warrants to WebbIT that Customer owns or has the right to use the Customer Content and material contained therein, including all text, graphics, sound, music, video, programming, scripts and applets, and the use, reproduction, distribution and transmission of the Customer Content and any information and materials contained therein does not, and will not, (i) infringe or misappropriate any copyright, patent, trademark, trade secret or any other proprietary right of a third party, (ii) violate any criminal laws or (iii) constitute false advertising, unfair competition, defamation, an invasion of privacy, violate a right of publicity or violate any other law or regulation. Customer grants WebbIT the right to

reproduce, copy, use and distribute all and any portion of the Customer Content to the extent needed to provide and operate the Services.

#### 11. Disclaimer of Warranty

Customer agrees to use all Services and any information obtained through or from WebbIT, at Customer's own risk. Customer acknowledges and agrees that WebbIT exercises no control over, and accepts no responsibility for, the content of the information passing through WebbIT's host computers, network hubs and points of presence or the Internet. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS. NONE OF WebbIT, ITS PARENT, SUBSIDIARY OR AFFILIATED CORPORATIONS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE (EACH, AN "WebbIT PERSON") MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES OR ANY EQUIPMENT WebbIT PROVIDES. NO WebbIT PERSON MAKES ANY WARRANTIES THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. WebbIT IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CUSTOMERS VIA THE SERVICES PROVIDED BY WebbIT. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY WebbIT PERSON, WILL CREATE A WARRANTY; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE. The terms of this section shall survive any termination of this Agreement.

#### 12. Indemnification

Customer agrees to indemnify, defend and hold harmless WebbIT and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to (i) Customer's use of the Services, (ii) any violation by Customer of the Usage Policy, (iii) any breach of any representation, warranty or covenant of Customer contained in this Agreement or (iv) any acts or omissions of Customer. The terms of this section shall survive any termination of this Agreement.

#### 13. Limitation of Liability

Customer agrees that no WebbIT Person, under any circumstances, shall be held responsible or liable for situations where the Services are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws

(whether known or unknown to WebbIT at the time) which may exist in the Services or WebbIT's equipment used to provide the Services.

Under no circumstances, including negligence, shall any WebbIT Person be liable for any indirect, incidental, special, consequential or punitive damages, or loss of profits, revenue, data or use by Customer or any third party, whether in an action in contract or tort or strict liability or other legal theory, even if WebbIT has been advised of the possibility of such damages. No WebbIT Person shall be liable to Customer for any loss or damages that result or are alleged to have resulted from the use of or inability to use the Services, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to WebbIT's records, programs, equipment or services.

Notwithstanding anything to the contrary in this Agreement, WebbIT's maximum liability under this Agreement for all damages, losses, costs and causes of actions from any and all claims (whether in contract, tort, including negligence, quasi-contract, statutory or otherwise) shall not exceed the actual dollar amount paid by Customer for the Services which gave rise to such damages, losses and causes of actions during the 12 month period prior to the date the damage or loss occurred or the cause of action arose.

This limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this Agreement. The terms of this section shall survive any termination of this Agreement.

#### 14. Force Majeure

WebbIT shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services.

#### 15. Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The parties agree that all claims concerning this Agreement shall be brought exclusively in the state or federal courts located in the County of Sussex. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defenses concerning such forum. In any legal action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this section shall survive any termination of this Agreement.

#### 16. Assignment

Customer shall not resell the Services to any other party. Customer shall not have the right to assign this Agreement without the prior written consent of WebbIT. This Agreement shall be binding upon and inure to the benefit of Customer and WebbIT and their successors and permitted assigns.

#### 17. Entire Agreement; Severability

This Agreement, together with the Order Form and any other documents or agreements specifically identified in this Agreement, represents the entire agreement between the parties, and supercedes all previous representations, understandings or agreements. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void the remainder of this Agreement shall remain in full force and effect.

Customer hereby represents that he, she or it is either, an individual entering this Agreement for his or her personal use and is over 18 years of age, or a corporation, limited partnership or other legal entity, duly organized, validly existing and in good standing under the laws of the state of its organization and the person acting on behalf of Customer is duly authorized to accept, execute and deliver this Agreement on behalf of Customer.

#### 18. WebbIT USAGE POLICY

The WebbIT Usage Policy supplements the service agreement of each user of WebbIT's services (each, a "Subscriber"). Every Subscriber is subject to this Usage Policy, and by virtue of using WebbIT's services, network, and/or systems (collectively the "Services") agrees to be bound by this Usage Policy. WebbIT will revise this Usage Policy form time to time. A Subscriber's use of the Services after revisions to the Usage Policy are posted on WebbIT's website at [http://WebbIT.net/Usage\\_policy.pdf](http://WebbIT.net/Usage_policy.pdf), will constitute such person's acceptance of any changes or additions to the Usage Policy.

Subscribers violate this Usage Policy when they (or their affiliates or customers) engage in the following prohibited activities.

#### 19. Violations of Intellectual Property Rights

Any violation of any person's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. WebbIT is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (see "Copyright Infringement Notice Information" below).

#### 20. Spamming

Spamming, whether or not it overloads the Services or disrupts service to WebbIT's Subscribers, is prohibited. The term "spamming" includes, but is not limited to, the sending of unsolicited and/or commercial message over the Internet, maintaining an open SMTP policy and by not providing a Double Opt-In policy and service for all Mailing lists, Forums, Newsletters and Bulletin Boards. WebbIT reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were from an double opt-in email list. Further more any Mailing List, Forum, Newsletter and Bulletin Board utilized on WebbIT servers must be "Double opt-in" in nature and functionality.

## 21. Misrepresentation of Transmission Information

Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of an email message or web page content is prohibited.

## 22. Viruses and Other Destructive Activities

Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mailbombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of other WebbIT customers or clients to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.

## 23. Hacking

"Hacking" and related activities is prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.

## 24. Export Control Violations

The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited.

## 25. Child Pornography

The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. WebbIT is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.

## 26. Other Illegal Activities

The use of the Services to engage in any activities that are determined by WebbIT, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable on-line privacy laws and Online Credit Card Processing. WebbIT will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

## 27. Obscene, Defamatory, Abusive or Threatening Language



Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.

## 28. Other Activities

Engaging in any activity that, in WebbIT's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, WebbIT's business, operations, reputation, goodwill, customers and/or customer relations, or the ability of WebbIT's customers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate this Usage Policy. In addition, the failure by a Subscriber to cooperate with WebbIT in correcting or preventing violations of our Usage Policy by, or that result from the activity of, a customer of the Subscriber is a violation of our Usage Policy.

In general, WebbIT does not monitor its customers' websites or activities to determine whether they are in compliance with this Usage Policy. However, when WebbIT becomes aware of any violation of this Usage Policy or its User Agreement, WebbIT may take any action to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet, and/or removing information. In addition, WebbIT may take action against a Subscriber or a customer of such Subscriber because of the activities of such customer. WebbIT reserves the right to take any such action even though such action may affect other customers of the Subscriber.

WebbIT may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request, to protect WebbIT or others from harm, and/or to ensure the proper operation of the Services. WebbIT has no obligation to notify any person, including the Subscriber about whom information is sought, that WebbIT has provided the information.

## 29. COPYRIGHT INFRINGEMENT NOTICE INFORMATION

In accordance with the Digital Millennium Copyright Act, WebbIT has adopted a policy that provides for termination of web sites hosted by WebbIT that are found to infringe on copyrights of third parties. If a copyright holder believes that there has been a violation of his or her copyright on a web site that is hosted by WebbIT or its subsidiaries, and the copyright holder wants WebbIT to remove the web site or disable the material in question, WebbIT will remove the web site or disable the material if the copyright holder provides us with all of the following information:

- A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- Identification of the copyrighted work that is claimed is being infringed, or, in the case of claimed infringement of multiple copyrighted works, a representative list of such works.
- Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonably sufficient to permit us to locate the material.

- Information reasonably sufficient to permit us to contact the person giving the notification, such as an address and telephone, and, if available, an electronic mail address at which such person may be contacted.
- A statement that the person giving the notification has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Notices should be directed to:  
Lighthouse Ministry Group  
6200 Kirby RD  
Milford, DE 19963