



Website Hosting Agreement – Terms and Conditions

Version 2020.V1



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Website Hosting Agreement – Terms and Conditions

This Website Hosting Agreement ("Agreement") is an agreement between ASTOUNDZ ("Company") and the party set forth in the related Service Order form ("Client" or "you") incorporated herein by this reference (together with any subsequent service order forms submitted by Client, the "Service Order") and applies to the purchase of all services ordered by Client on the Service Order (collectively, the "Services"). The parties understand, acknowledge and agree that this agreement is being entered into in conjunction with the Master Services Agreement and the "Included Agreements" as listed below.

Included Set of Agreements between Customer and ASTOUNDZ

Applicable Agreements Integrated into this Engagement	Available Online at
ASTOUNDZ Master Services Agreement	www.ASTOUNDZ.com/MSA
ASTOUNDZ Service Level Agreement ("SLA")	www.ASTOUNDZ.com/SLA
ASTOUNDZ Website Hosting Agreement – Terms and Conditions	www.ASTOUNDZ.com/HostingTandC
ASTOUNDZ Website Hosting Service Order	Client Specific Website Hosting Service Order
Standard Rates	www.ASTOUNDZ.com/Rates

User Content

You may be able to upload, store, publish, display and distribute information, text, photos, videos and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to ASTOUNDZ that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

Solely for purposes of providing the Services, you hereby grant to ASTOUNDZ a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, ASTOUNDZ does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

ASTOUNDZ exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through ASTOUNDZ's computers, network hubs and points of presence or the Internet. ASTOUNDZ does not monitor User Content. However, you acknowledge and agree that ASTOUNDZ may, but is not obligated to, immediately take any corrective action in ASTOUNDZ's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate all Services without refund if you violate the terms of this Agreement. You hereby agree that ASTOUNDZ shall have no liability due to any corrective action that ASTOUNDZ may take.

The Services, including all related equipment, networks and network devices are provided only for authorized Client use. ASTOUNDZ may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify



security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.

Any account found connecting to a third-party network or system without authorization from the third-party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third-party. ASTOUNDZ may, at our discretion, request documentation to prove that your access to a third-party network or system is authorized.

Any account which causes us to receive an abuse report may be terminated and/or have access to services suspended. If you do not remove malicious content from your account after being notified by ASTOUNDZ of an issue, we reserve the right to leave access to services disabled.

You acknowledge and agree that we shall have the right to seek justification about your use of the Services, specifically your purchase of IP addresses, and you shall be obligated to provide all information reasonably sought by us pursuant to such justification. In connection with such purchase, you acknowledge and agree that your name and justification may be disclosed to certain registries including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by all such registries and such information may be displayed publicly on the Whois database.

You acknowledge and agree that you may not use our servers and your website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and we reserve the right to remove sites containing information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited. We prohibit the use of software or scripts to run on our servers that cause the server to load beyond a reasonable level, as determined by us. You agree that we reserve the right to remove your website temporarily or permanently from our servers if you are in violation of this Agreement and/or there are activities that threaten the stability of our network. You acknowledge and agree that all websites associated with your hosting account may be removed if one website is in violation of this Agreement. You further acknowledge and agree that ASTOUNDZ reserves the right to scan your hosted account for malicious content (e.g., malware), and that, in the event any such content is discovered, it may be removed in ASTOUNDZ's discretion for security purposes.

Migration of Servers

You acknowledge and agree that as a normal course of business, it may be necessary for us to migrate our servers. As a result, even if you have a dedicated IP, you may be assigned a different IP address. We do not warrant that you will be able to consistently maintain your given IP address. ASTOUNDZ reserves the right to migrate your account from one data center to another to comply with applicable data center policies, local law or for technical or other reasons without notice.

Compatibility with the Services

You agree to cooperate fully with ASTOUNDZ about ASTOUNDZ provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, ASTOUNDZ is not responsible for any delays due to your failure to timely perform your obligations.

You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by ASTOUNDZ to provide the Services, which may be changed by ASTOUNDZ from time to time in our sole discretion. ASTOUNDZ can assist as necessary at our agreed upon Rates.



You agree not to engage in unacceptable use of the Services, which includes, without limitation, use of the Services to: (1) disseminate or transmit any material that, to a reasonable person may be grossly offensive, vulgar or malicious; (2) attempt to mislead any person as to the identity, source or origin of any communication; (3) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization; (4) engage in any other activity deemed by us to be in conflict with the spirit or intent of this Agreement or any of our policies; or (5) use your server as an “open relay” or for similar purposes.

We prohibit the running of a public recursive DNS service on any of our servers. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. We actively scan for the presence of public DNS services and reserve the right to remove any servers from the network that violate this restriction.

Website / Server Content Maintenance

You shall be solely responsible for providing, updating, uploading and maintaining your website or server and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your website or server including, but not limited to, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. You acknowledge and agree that in the course of providing you with technical assistance, it may be necessary for our support staff to modify, alter or remove the content of your hosted product. Your website or server content shall also include any registered domain names provided by you or registered on behalf of you about the Services. ASTOUNDZ can assist with updating, uploading and maintaining your website as necessary at our agreed upon Rates or as part of a Maintenance Agreement.

Third-Party Software

“Third-Party Software” means any software or application developed and owned by a third-party provider that we may contract with from time to time.

Termination of Services

You acknowledge and agree that upon expiration or termination of your Services, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you in connection with Services, including pointing the domain name system (“DNS”) for your domain name(s) away from our servers. Prior to termination of the Services, you are responsible for moving your website or server content off our servers. We will transfer or FTP your website or server content to another provider at an offboarding rate of \$200 per website. If you fail to move your website or server content off our servers prior to cancellation, then all such content will be deleted and we will not be able to provide a copy of such content.

Backups, Security, and Data Loss

Your use of the Services is at your sole risk. ASTOUNDZ's backup service runs daily and takes daily snapshots. Two weeks of backups are kept at a time. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on ASTOUNDZ's servers that you modify.

You shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to your website or server content; (2) maintain independent archival and backup copies of your website or server content; and (3) ensure the security, confidentiality and integrity of all your website or server content transmitted through or stored on our servers.



It is your responsibility to ensure that scripts/programs installed under your direction are secure. This includes the compromise of credentials such as user name and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account. We recommend two-factor or multi-factor authentication.

Our servers are not an archive and we shall have no liability to you or any other person for loss, damage or destruction of any of your content. You shall not use the Service in any way, in our sole discretion, that shall impair the functioning or operation of our services or equipment. Specifically, by way of example and not as a limitation, you shall not use the Services as: (1) a repository or instrument for placing or storing archived files; and/or (2) placing or storing material that can be downloaded through other websites. You acknowledge and agree that we have the right to carry out a forensic examination in the event of a compromise to your server or account.

You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. ASTOUNDZ does not control or monitor the information or data you store on, or transmit through, the Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Clients requiring secure storage of "protected health information" as defined under HIPAA are expressly prohibited from using the Services for such purposes. Storing and permitting access to "protected health information" is a material violation of this Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that ASTOUNDZ is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. Third-party vendors are available that offer HIPAA compliant services.

Disclosure to Law Enforcement

ASTOUNDZ may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.