

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

## **1. Overview**

This Web Hosting Service Agreement (this "Agreement") is entered into by and between Ro•Sham•Bo Creative and you, and is made effective as of the date of acceptance. This Agreement sets forth the terms and conditions of your use of Ro•Sham•Bo Creatives Web Hosting services (the "Web Hosting Services", or the "Services", as applicable).

Your acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement.

The terms "we", "us" or "our" shall refer to Ro•Sham•Bo Creative. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

Ro•Sham•Bo Creative may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to the Ro•Sham•Bo Creative website. You acknowledge and agree that (i) Ro•Sham•Bo Creative may notify you of such changes or modifications by posting them to this Site and (ii) your use of the Web Hosting Services after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) Services. In addition, Ro•Sham•Bo Creative may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account ("Account") information, including your email address, current. Ro•Sham•Bo Creative assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

## **2. Description of Services**

Ro•Sham•Bo Creative currently provides the Services to our customers for a monthly fee, billed annually or on a pro-rated annual basis. Ro•Sham•Bo Creative will host your website on Ro•Sham•Bo Creatives servers, provided you abide by the terms and conditions set forth herein and in each of Ro•Sham•Bo Creatives policies and procedures here.

### **2.1 Availability of Services**

Subject to the terms and conditions of this Agreement, Ro•Sham•Bo Creative shall attempt on a best effort basis to provide the Services twenty-four (24) hours per day, seven (7) days per week throughout the term of this Agreement. You agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation:

1. Equipment malfunctions;
2. Periodic maintenance procedures or repairs that Ro•Sham•Bo Creative may undertake from time to time; or
3. Causes beyond the control of Ro•Sham•Bo Creative or that are not reasonably foreseeable by Ro•Sham•Bo Creative.

You agree Ro•Sham•Bo Creative has no control of availability of the Services on a continuous or uninterrupted basis.

You further agree that as a normal course of its business, it may be necessary for Ro•Sham•Bo Creative to migrate our servers. As a result, even though you may have a dedicated IP, you may be assigned a different IP number. Ro•Sham•Bo Creative does not warrant that you will be able to

consistently maintain your given IP number(s).

## **2.2 SSL Certificates**

Except as may be limited by specific products or services, any SSL certificate you purchase from Ro•Sham•Bo Creative or our affiliates to use in conjunction with the Services provided by Ro•Sham•Bo Creative, is intended for our specific use and will not be exported from the server to be used with any other web hosting service. If you are using an SSL certificate on a website hosted by Ro•Sham•Bo Creative, Ro•Sham•Bo Creative will generate and securely store a corresponding private key.

For security reasons, under no circumstances will Ro•Sham•Bo Creative release your private key, even at your request. Information Shared with Partners As a condition of purchasing and using the Services, you acknowledge and agree Ro•Sham•Bo Creative may provide your personal information to their partners, as required to provide the plans for which you are purchasing.

## **3. Your Obligations**

Upon the expiration of your initial hosting service term, your hosting services shall automatically renew for the same period of time. You acknowledge and agree that in the event you do not desire to automatically renew your hosting services for the same period of time, it is your responsibility and obligation to contact Ro•Sham•Bo Creative thirty (30) days prior to service renewal date.

You represent and warrant to Ro•Sham•Bo Creative that you own your website content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within your website.

You also warrant that the website being hosted by Ro•Sham•Bo Creative will not be used in connection with any illegal activity. If you are hosting your website on Ro•Sham•Bo Creatives servers, you are responsible for ensuring there is no excessive overloading of those servers. In the event you exceed your allotted bandwidth, compute cycles or disk space and thereby overload Ro•Sham•Bo Creatives servers, you shall be assessed any and all fees, costs and penalties associated with such overloading. You agree Ro•Sham•Bo Creative reserves the right, in its sole discretion, to remove your website temporarily or permanently from our servers if Ro•Sham•Bo Creative deems such action is necessary for the security or performance of the servers managed by Ro•Sham•Bo Creative. You agree not to engage in unacceptable use of the Services, which includes, without limitation, use of the Services to:

1. Disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email;
2. Disseminate or transmit any material that, to a reasonable person may be offensive, vulgar or malicious;
3. Disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;
4. Attempt to mislead any person as to the identity, source or origin of any communication;
5. Export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;
6. 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;
7. Disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program;
8. Use your server as an "open relay" or similar purposes;

9. Engage in any other activity deemed by Ro•Sham•Bo Creative to be in conflict with the spirit or intent of this Agreement or any Ro•Sham•Bo Creative policy.

### **3.1 Storage and Security**

At all times, you shall bear full risk of loss and damage to your website and all of your website content. You are entirely responsible for maintaining the confidentiality of your password and account information. You agree you are solely responsible for all acts, omissions and use under and charges incurred with your account or password or in connection with the Site or any of your website content displayed, linked, transmitted through or stored on the Server. You shall be solely responsible for undertaking measures to:

1. Prevent any loss or damage to your website content;
2. Maintain independent archival and backup copies of your website content;
3. Ensure the security, confidentiality and integrity of all your website content transmitted through or stored on Ro•Sham•Bo Creative servers; and
4. Ensure the confidentiality of your password(s).

Ro•Sham•Bo Creative's shared hosting servers are not an archive and Ro•Sham•Bo Creative shall have no liability to you or any other person for loss, damage or destruction of any of your content. The Services are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be considered as one. Ro•Sham•Bo Creative shall have no liability to you or any other person for your use of the Services in violation of these terms. You shall at all times use the Services as a conventional and/or traditional website. You shall not use the Service in any way, in Ro•Sham•Bo Creative's sole discretion, that shall impair the functioning or operation of Ro•Sham•Bo Creative's services or equipment. Specifically by way of example and not as a limitation, you shall not use the Services as: (i) a repository or instrument for placing or storing archived files; and/or (ii) placing or storing material that can be downloaded through other websites. You acknowledge and agree that Ro•Sham•Bo Creative has the right to carry out a forensic examination in the event of a compromise to your server or account.

You hereby authorize Ro•Sham•Bo Creative to log into your server for purposes of installing and configuring any and all software or services deemed necessary by Ro•Sham•Bo Creative. In the event you terminate, moving your website off of the Ro•Sham•Bo Creative shared hosting servers is your responsibility. Ro•Sham•Bo Creative will not transfer your website to another provider unless a prior agreement to include costs involved is signed and approved by both parties. In the event your use of the Services is terminated, Ro•Sham•Bo Creative will not transfer or manage your Services or your website content.

### **3.2 Storage Limits**

Any account that exceeds this limit will be issued a warning and will be subject to suspension if no action is taken by the customer to reduce the number of files and folders (as the case may be).

### **3.3 Ro•Sham•Bo Creatives Rights**

Ro•Sham•Bo Creative explicitly reserves the right and sole discretion to:

1. Modify its pricing, if desired by Ro•Sham•Bo Creative;
2. Establish limits and guidelines concerning the use of the website hosting;
3. Terminate your use of the Ro•Sham•Bo Creative hosting for non-payment of fees for the website hosting, or;
4. Terminate your use of the website hosting if your use of the website hosting results in, or is the subject of, legal action or threatened or proposed legal action, against Ro•Sham•Bo Creative or any of our affiliates or partners, without consideration for whether such legal action or threatened or proposed legal action is eventually determined to be with or without merit; and

5. Terminate your use of the website hosting for any activities whether lawful or unlawful that Ro•Sham•Bo Creative determines, in its sole discretion, to be harmful to our other customers, operations, or reputation; or at any time and for any reason if deemed reasonably necessary by Ro•Sham•Bo Creative.

Ro•Sham•Bo Creative has no obligation to monitor your use of the website hosting, but reserves the right in its sole discretion to do so.

### **3.4 Supported Applications**

As part of the website hosting, you may ask Ro•Sham•Bo Creative to install a limited number of applications (“Supported Applications”) on your server. A full list of Supported Applications is available from our support team upon request.

### **4. Expert Ro•Sham•Bo Creative services**

If Ro•Sham•Bo Creative determines that requested assistance falls outside the scope of this website hosting agreement, Ro•Sham•Bo Creative shall charge you for our custom support services on a fifteen (15) minute incremental basis at the current rate for these services as established by Ro•Sham•Bo Creative. Furthermore, if Ro•Sham•Bo Creative determines that the Services apply, Ro•Sham•Bo Creative reserves the right to charge any or all of the fees for such Services prior to the commencement of any work being performed. The current rate for custom support services is available from our support team upon request.

### **5. Third-party software**

Additionally, in the event you elect to install or seek assistance from Ro•Sham•Bo Creative in connection with the installation of any third-party software, the following terms shall apply. You represent and warrant you have the right to use and install the third-party software, and have paid the applicable licensing fees for the third party software, and the third-party software does not and shall not infringe on the intellectual property rights of any other person or entity. You agree to defend, indemnify and hold harmless Ro•Sham•Bo Creative and our employees, officers and directors for, from and against any and all claims brought against Ro•Sham•Bo Creative and its employees, officers and directors by a third-party alleging the software infringes: (i) the third-party’s rights; or (ii) a U.S. Patent, trademark, copyright or other intellectual property right. You agree that in such an event you shall pay all resulting costs, damages, expenses and reasonable attorneys’ fees that a court awards and settlements incurred by Ro•Sham•Bo Creative in connection with any such claims.

### **6. Titles and headings; independent covenants; severability**

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.