

The Agency United Terms of Service Agreement

For customers utilizing website hosting, website development, or other services provided by *The Agency United a registered trade name of United Digital Properties Inc.

Following are terms of services for website hosting, domain registration, and website development services provided by *The Agency United. ("United). The customer shall provide billing address and any other information necessary for United to maintain website hosting and registration services. Any information not provided at sign-up will be requested by United and provided by the customer. Your approval by signature on our estimate, or submission of an online order for service, indicates agreement to these terms of service.

- 1. Website Hosting Payment Terms:** Billing for website hosting service will commence after the first year of free hosting service upon the one-year inception date of the website's launch. Website hosting services are invoiced monthly. Payment is due by credit card the 1st of the current month's hosting service. Termination of Website Hosting Services with United requires a 30-day advance notification via phone, e-mail or postal mail. If a customer chooses to activate their domain name through United, their domain name registration will expire with their hosting service. If the customer chooses not to use the First Year Free Hosting solution provided by United, there will be no financial discount. United reserves the right to change the rates by notifying customers 60 days in advance of the effective date of the change. United reserves the right to cancel hosting service at any time.
- 2. Website Hosting Pre-Payment Terms:** United may offer a discount for paying an entire year of hosting service up front. Refunds will not be issued in the case that a customer cancels their hosting service before the period they have pre-paid for.
- 3. Payment Terms Website Development:** United requires a minimum of 50% down payment on all website development and design services. Down payment on website development is non-refundable, and down payment amount may be modified at United's discretion. 25% is due upon approval of website creative and the final balance is due upon delivery of the website development. If United is

developing a website that is not also hosted by United, final payment for the project must be received prior to project launch or relinquishing ownership to customer. Where applicable, website maintenance and updates are billed on the 1st calendar day of the following month.

4. **General Payment Terms:** Payment is due upon receipt of invoice for all services. Accounts are in default if payment is not received 15 days after the invoice date. Customer payments by credit card are subject to an additional service fee of 4% of total charge. If customer pays by cheque or credit card that does not clear, the customer is immediately in default and subject to a not sufficient funds charge of \$35. Accounts unpaid 60 days after date of invoice will be subject to service interruption. Such interruption does not relieve you from the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of \$5.00 or 1.5% per month on the outstanding balance, whichever is greater. If your provincial or state law does not allow an interest rate of 1.5% per month, the maximum allowable rate for your province or state will be charged. If you default, you agree to pay United its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
5. **Content Responsibilities:** The customer is responsible for all content posted or stored on their web hosting space. United exercises no control over the content or information contained on the servers used for hosting. United will not be responsible for any direct, indirect, or consequential damages which may result from the use of this service by its customers or any other related or unrelated third parties. United is not responsible for backing up data or recovering data in case of loss on the customer's behalf. There are no warranties expressed or implied for the services that United provides or the software used by the customer.
6. **Service Interruptions:** United is not responsible for interruptions of service beyond its control. This includes interruptions by its suppliers and natural disasters.
7. **Account Credentials:** The customer agrees to keep all user IDs and access codes/passwords confidential. Sharing of account information and passwords is strictly forbidden. If a customer believes that his user ID or password has been

compromised, the customer agrees to contact United immediately via e-mail or telephone.

8. **Governing Laws:** United corporate office is located in Toronto, Ontario Canada. This agreement will be performed in and governed by the laws of the Province of Ontario. Any claims or legal action arising out of this Service Agreement must be instituted within one year after the claim or cause has arisen. United reserves the right to discontinue service for violation of any of the conditions of this service agreement.

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration.

9. **Third Party Networks:** Any access to other networks connected to the United network must comply with the rules appropriate for that other network.
10. **Disk Storage and Bandwidth:** United will monitor the customer's current disk storage and bandwidth. If usage exceeds the amount registered for, United will contact the customer in an attempt to make an arrangement for additional resources. If customer does not respond, or is unable to be reached, United shall have the right to take corrective actions for exceeding resources. Such actions may include assessing additional charges, increasing service plan, temporarily discontinuing services, or terminating the current agreement. If the customer feels that more disk storage is required, it is the customer's responsibility to contact United (connect@unitedwebdesign.com or 1 (800) 380-7532) to discuss options for increased disk storage.

11. **Content and Terms of Use:** All services provided by United may be used only in accordance of the law. Storage, documentation, transmission, or presentation of information or data that violates Canadian Federal, Provincial, US Federal, State, or City law is strictly prohibited. This includes, but is not limited to, copyrighted or plagiarized material, racist or threatening material, material that is obscene, pornography, "adult only" content, or material protected by other statute. United prohibits website hosting customers from participating in pirating unlicensed software, pirating mp3 files, listing hacker programs or archives,

hosting warez websites, pornography. The customer agrees to indemnify and hold United harmless from any claims resulting from his/her use of United services that damage the customer or another party. Use of United web hosting to send Unsolicited Commercial E-mail (UCE or "SPAM") is strictly prohibited and may be cause for immediate account termination. The customer agrees to pay United any reasonable expenses, including attorney and system administration fees, incurred in responding to complaints and damages caused by the action of sending Unsolicited Commercial E-mail.

12. **Adherence to Proposal:** It is the responsibility of the customer to review in full all proposals for website development, website design, and other services provided by United. Should services or resources fall above the scope of the original proposal, United reserves the right to either refuse project add-ons or invoice appropriately to account for additional time and materials needed. Payment for add-ons that fall above the scope of the original project is due prior to development or net 15 days, at United's discretion.
13. **Project Timeline:** It is the responsibility of the customer to review the project timeline and adhere to the dates for deliverables on their part. Failure to meet deadlines imposed by United will result in delay of project, or risk putting the project on hold. United may invoice customer for additional resources should the delay of a project interrupt United's workflow. Indefinite delay of a project may result in project termination, and a new development agreement must be reached prior to restarting the project. Down payments for services are non-refundable, and will not be returned to customer should a project be delayed or terminated as a result of the customer failing to adhere to project timeline.
14. **Administrative Access:** To prevent malware installation on our servers, full administrative access to a WordPress installation on United's hosting services will not be granted to customers. Customers may request access to specific features of a website, and access may be granted at United's discretion.
15. **Website Copyright:** The copyright on a United website is transferred to the website purchaser after full payment has been received for the website. If copyright transfer has been processed, customer may receive a full backup of their website upon cancellation. This backup will include the entire file structure in a .zip file and, if applicable, an SQL file containing the MySQL database dump.

16. **Website Go Live and Access:** A project is considered complete when full development scope has been reached, and project is approved by the customer. Should customer request changes beyond what was agreed to in the original proposal, United may complete these changes at additional cost. Once a project is considered complete, customer has one business week to launch the website, or provide United with credentials necessary to bring the website live. Failure to launch a website within one week of completion of the project may delay go live date and may incur additional expenses at United's discretion. Once a project is complete, all changes requested will fall under United's standard website maintenance schedule. Account access to website and written or verbal training, as agreed to in the initial proposal, will be granted only after final payment for the project is received by United.
17. **Termination/Cancellation Policy:** United requires a 30-day written notice prior to canceling a website hosting account. After the first year of free hosting service by United, 3-months of consecutive paid hosting must be completed in order to be eligible for free website changes. One-hour of changes is applied for each 3-month period paid. Upon cancellation of service, all website files will be deleted from our server; you are responsible for requesting a backup of these files should you need them you need them for future use.

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