



Web Hosting from

The WATER Foundation

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Brainerd, MN 56401
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(p) 218.764.2321 (f) 218.764.3582



**Does your message need to be heard?
Need a web site?
Let The WATER Foundation help your business grow!**

Powered by the same software running Yahoo, Hotmail, and others, we have the ability to make your company shine in today's digital world.



Features:

Off-site backups!
All packages include 25 MB of web storage!
(additional storage available, fees may apply)
Knowledgeable Internet Staff!
Support for PHP 4.0!
Support for CGI scripts!
MySQL Database support!*
Microsoft FrontPage enabled!*
10 POP3 e-mail accounts included!
FTP serving!*
and more...

Rates:

\$40 one-time set up fee.
Register your own unique domain name for only \$30 annually!
Page Design at \$50/page and up
(additional fees apply for custom graphics, flash animation, etc.)

MONTH-TO-MONTH

\$19.95/month

QUARTERLY

\$18.95/month

SEMI-ANNUAL

\$17.95/month

ANNUAL

\$16.95/month

* Additional fees may apply. Please inquire for additional information.

Prices are subject to change without notice. Additional details are available from our sales team via phone or via e-mail. All software product names and titles are copyrighted by their respective owners.

The WATER Foundation Web Hosting Agreement



The undersigned, in the execution of this contract for service agree to the following conditions and are aware that in the event of an addition, deletion or change of contract conditions relevant to the execution of a contract for service, the signing party/parties shall be given thirty (30) days advanced notice of any such addition, deletion, or change of contract conditions. In the event of an addition, deletion, or change of contract conditions, the party or parties must respond within the above stated period if the undersigned do not agree to the addition, deletion, or change of contract conditions. Should the parties fail to respond within the above mentioned time, it is assumed that the party or parties agree to the addition, deletion, or change of contract conditions.

Definitions:

The terms “Party” or “Parties” or “undersigned” shall be taken to mean the individual(s) or organization(s) purchasing services from The WATER Foundation. The term “service provider” shall be taken to mean The WATER Foundation or one of its affiliates. The term “content” shall be taken to mean any media provided by an individual(s) or organization(s) such as text, images or graphics, logos, schematics, or programs/software.

Liability:

The WATER Foundation reserves the right to refuse service to anyone. The WATER Foundation is an equal opportunity provider and as such will not exhibit bias based on race, religion, creed, gender, sexual orientation, or political affiliation.

The WATER Foundation reserves the right to refuse service to an individual(s) or organization(s) if the content provided is deemed to be offensive material as per the Telecommunications Act of 1996, Section 230 PROTECTION FOR THE PRIVATE BLOCKING AND SCREENING OF OFFENSIVE MATERIAL, Sub-section C, Paragraph 2, CIVIL LIABILITY, Sub-section A.

The WATER Foundation assumes no liability for business loss or capital losses as the direct or indirect result of service availability in the event of temporary or permanent loss of service. The WATER Foundation reserves the right to limit the liability for temporary or permanent loss of service to the amount paid by the party or parties from the time of loss of service to such time as service is restored or such time as service is determined to be permanently unavailable.

Payment:

Payment for services will be required on the 1st day of the contract period. Payment for monthly contracts will be due on the 1st day of each month. Payment for quarterly contracts will be due on the 1st day of each quarter. Payment for semi-annual contracts will be due on the 1st day of each fiscal or calendar six (6) month period. Payment for annual contracts will be due on the 1st day of each fiscal or calendar year. Failure to pay will result in the temporary or permanent loss of service. Failure to pay may also result in collection action by The WATER Foundation to collect payment for services rendered. Past due accounts will be assessed a finance fee of 5% monthly (0.17% daily) until balance is paid.

The WATER Foundation Web Hosting Terms of Service and Abuse Policy



Interpretation: The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. The WATER Foundation reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill. The Internet is intended for use by mature adults (and by minors when supervised by mature adults). Our customers are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. The customer is expected to have a basic knowledge of how the Internet functions, the types of use which are generally acceptable, and the types of use which are to be avoided. Common sense is the best guide as to what is considered acceptable use. The following are **unacceptable** uses of services including, but not limited to software and web hosting:

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of U.S. export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities.

Net abuse, including but not limited to activities such as using a non-existent email return address on a commercial solicitation, spamming (sending unsolicited advertising to numerous email addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user), allowing spamming by third parties to promote a web site hosted by us, trolling (posting outrageous messages to generate numerous responses), mail-bombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross-posting articles to an excessive number of newsgroups, transmitting a virus over the Internet to one or more users or systems, or attempting without authorization to enter into a secured computer system. We reserve the right to determine what constitutes net abuse. Customers will take full financial responsibility for any incident of net abuse.

Tortuous conduct, including but not limited to posting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

Misuse of system resources, including but not limited to employing posts or programs which consume excessive CPU time or storage space; permitting use of mail services, mail forwarding capabilities, POP accounts, or auto-responders other than for the customer's own account; resale of access to CGI scripts installed on our servers; or attempting to use a single customer account for third party web sites by allowing more than one domain pointer to be used to reference pages within the customer's site

Hijack of resources and/or systems, including but not limited to using resources such as SMTP or MAIL servers and NET addresses without prior authorization. By using system resources without having an established account with The WATER Foundation, or an affiliate, you will automatically become responsible for payment of \$55 per hour for any necessary administrator time that may result from your actions. You will also be responsible for all incidental expenses that may result from your actions. This includes, but is not limited to time for virus removal, system hardware or software repair, phone time, and letter writing. You will also be responsible for all costs for collection. Use of system resources without placing an order and receiving official permission will initiate your unconditional agreement to the terms of service on this page.

Security

Any "denial of service" attacks, any attempt to breach authentication or security measures, or any

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unauthorized attempt to gain access to any other account, host or network is prohibited, and will result in immediate service termination, which may be without notice.

E-mail and Usenet News

Using any WATER Foundation account or server to send duplicative, unsolicited e-mail messages (commercial or otherwise), or to collect the responses from unsolicited e-mail, is prohibited. Similarly, using any WATER Foundation account or server to post advertisements or messages that violate the charter of any newsgroup or mailing list is prohibited. The WATER Foundation reserves the right to make the determination whether a given message violates the newsgroup or mailing list charter. In most cases The WATER Foundation will defer to the judgment of the newsgroup or mailing list moderator or administrator. Commercial messages that are appropriate under the charter of a newsgroup or mailing list, or that are expressly solicited by the recipients, are permitted. Conduct in connection with e-mail or Usenet news that is an obvious nuisance (such as "mail bombing") or that would be unlawful in other contexts (for example, threats, harassment, defamation, obscenity, or software piracy) is prohibited.

IRC (Internet Relay Chat)

Using programs that interfere with others' use, or running an IRC bot, on any IRC server is prohibited. When logged into any IRC server, users are expected to comply with the rules and policies established by the server's administrator.

Forgery of Identity

Falsifying addressing information or otherwise modifying headers to conceal the sender's or recipient's identity, for the purpose of circumventing this Policy, is prohibited. This provision is not intended to disallow the use of aliases or anonymous re-mailers for any legitimate purpose.

Copyright, Privacy, and Intellectual Property

Using a WATER Foundation connection to commit, aid or abet any violation of copyright or intellectual property law is prohibited. This prohibition includes publishing a private e-mail message to third parties, by any means, without the express prior consent of the author. The e-mail addresses of The WATER Foundation subscribers are not for sale or commercial distribution to third parties without the express prior consent of the subscriber.

Broadcast Echo Requests (Smurf Attacks)

The WATER Foundation is committed to implementing the configuration required to ensure that The WATER Foundation infrastructure cannot be used as the host of smurf attacks. There are two types of network numbers in the smurf list that reflect a connection with The WATER Foundation: Customer network numbers for which we do not have control and backbone addresses.

Cooperation with Other Providers

Using The WATER Foundation's facilities to engage in activities that violate the Terms of Service of any other network access provider is prohibited. For example, sending unsolicited commercial e-mail through The WATER Foundation's facilities to the subscribers of any Internet or online service provider that disallows unsolicited commercial e-mail is prohibited.

Consequences of Violation

Violation of this Policy by a WATER Foundation customer may result in temporary suspension or permanent termination of service, at The WATER Foundation's sole discretion. The WATER Foundation does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

ABUSE - When the customer has violated The WATER Foundation abuse policy or terms of this contract, The WATER Foundation reserves the right to bill the customer's default payment method, or any valid payment method on file for the following fee schedule. \$50 for the first incident, plus actual cost of damages; \$100 for the second incident, plus actual cost of damages; \$1000 for third offense, plus actual cost of damages.

The WATER Foundation Web Hosting Client Account Details



Client Information:

Company: _____

Contact: _____

Address: _____

City, State, ZIP: _____

Date of Activation: _____

Account Details:

User Name: _____

Password: _____

URL: _____

Domain Name (if applicable): _____

Registrar: _____

Email Boxes:

Account: _____

The WATER Foundation Web Hosting Agreement

Standard Contracts and Packages:

Contract Period:	<input type="checkbox"/> Monthly	\$19.95/month
	<input type="checkbox"/> Quarterly	\$18.95/month (\$56.85 total)
	<input type="checkbox"/> Semi-Annual	\$17.95/month (\$107.70 total)
	<input type="checkbox"/> Annual	\$16.95/month (\$203.40 total)

Above packages include 25 MB of storage, and 10 POP3 e-mail accounts.

Additional Services:

A service fee of \$30 annually will be added to the above contract amounts for domain registration. Additional storage is available in 25 MB increments for an additional \$4.95 per month. Fees for custom page design and graphics/animation audio/video, start at \$50 per page. Streaming audio/video and complex applications are available upon request and additional fees may apply. Additional e-mail accounts are available in increments of 10 for an additional \$4.95 per month.

Domain Registration (name): _____
(eg. www.yourdomain.com)

Additional storage (number): _____

Additional E-mail Accounts (number): _____

Beginning Date: _____

Ending Date (if applicable): _____

Please sign and date below to execute contract.

Erich M. Jenkins

Print Name

Print Name

The WATER Foundation
Systems Administrator

Client Signature

Additional restrictions may apply to web usage. Please see The WATER Foundations Abuse policy for possible restrictions and.