

Spritz Web Solutions Web Hosting Service Agreement

Please read this agreement carefully. The use of services from Spritz Web Solutions [hereafter referred to as “Spritz”] constitutes agreement to these terms. You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement. This Agreement supersedes and replaces any other agreement between You and Spritz regarding hosting services, whether oral or written.

Web Hosting Services. Spritz agrees to provide Web Hosting Services according to the terms of the Agreement and Your selected plan. Plan specifics are provided on the [Plan Comparison](#) page of the Spritz website. Web Hosting Services shall be generally defined as server space and data transfer (bandwidth) allowances for the purposes of displaying a business or personal website.

Money Back Guarantee. Every hosting account carries a 30 day money back guarantee. If You are not completely satisfied with the hosting service during the first 30 days, You may request a full refund, and your account will be cancelled without charge.

Uptime Guarantee. If Your server has a physical downtime that is not within the uptime guarantee, You may receive one month of credit on Your hosting account. Server uptime is the uptime reported from the operating system and the Web Server. In the unlikely event that the guarantee is not met for any given month, please contact us within 30 days to request a credit.

Backups and Data Loss. Your hosting plan includes weekly backups of Your website files. When requested, every effort will be made to provide You with the most current copies of Your files, but it is not guaranteed that the most current copy of each and every file will be available.

Resource Usage. Your disk space quota and monthly bandwidth allowance is determined by Your hosting plan. If Your Account exceeds any of the specified usage limits for Your plan, Spritz may assess You with additional charges, upgrade your Account to a plan with higher limits, or suspend Your Account until the start of the next bandwidth allocation. Spritz will make every effort to notify You in advance of these actions, and work with you to determine the preferred method of resolution.

Email Usage. Your plan includes one or more Email accounts. Spritz shall provide access to Your email through Your Account’s webmail server. Email accounts shall not be used as electronic storage. Spritz reserves the right to remove old email files from Your Account without notice. This is to ensure that you have adequate disk space for your website files and to avoid disruption of your current email traffic.

External Email Clients. Spritz can provide email account and configuration information to You for accessing Your email through Microsoft Outlook® and other common email clients. Upon written provision of a forwarding address, Spritz will configure Your Account to forward email from Your webmail server to the address You provide.

Due to the number of email clients in use today, Spritz can not be responsible for the delivery or receipt of Your Account’s email beyond Your Account’s webmail server. You should work with your IT support or wireless carrier if You have difficulty accessing Your email on Your desktop or personal device. Spritz, at its sole discretion, may assist You in troubleshooting issues with email delivery through Microsoft Outlook® or other common email clients. This service, if provided, is subject to billing at the Spritz standard hourly service charge.

Spam. The sending of unsolicited email, bulk emailing, and spam is prohibited. "Safe lists" and purchased lists will be treated as spam. Any account used for spamming purposes will be suspended.

Domain Registration. At Your request, Spritz may acquire a Domain Name on Your behalf. You agree to waive any and all claims You may have, or which may later arise, against Spritz for any damages, losses, claims or expenses related to the registration or use of the Domain Name. Any costs incurred by Spritz to obtain and/or maintain the Domain Name on Your behalf shall be charged to You by Spritz. You will be notified when the Domain Name is due to expire, and You must provide payment for renewal prior to its expiration. Successful renewal of domain names after the expiration date is not guaranteed. Renewal attempts after the expiration date may result in additional fees, whether or not the renewal is successful. Registration and renewal fees are not refundable.

Payment Information. Hosting of your website will begin on the day that your hosting account is set up. Hosting (and Domain fees if applicable) will be invoiced at that time. It is your responsibility to ensure that your payment information is accurate and current, and that all invoices are paid on time. Payments may be made by check or credit card. Billing will continue to occur until You request cancellation of service in writing.

An administrative fee of \$25.00 may be charged for the return of any check payment, and for any denied credit card payment. In addition, non-payment of this nature is grounds for account suspension or termination.

Late Payment/Non-Payment. If full payment of any invoice is not received by Spritz within ten (10) days of the invoice due date, You may incur a \$10 late fee. This fee is in addition to whatever else is owed to Spritz for its services. If full payment of any invoice is not received by Spritz within twenty (20) days of the invoice due date, the hosting service will be suspended. Your Account will be restored as soon as full payment is received. An account that has been suspended is subject to a \$25.00 re-instatement fee.

Suspension. If You breach any term of this agreement, Spritz may suspend Your Account. This means that your data, files, email and website will become inactive and cannot be accessed by You or web users. Spritz may provide You with notification of such suspension, and allow You an opportunity to correct such breach or violation. Service charges will continue to accrue on suspended accounts, and You will remain responsible for payment of these charges. If not corrected, the account may be terminated.

Termination. This agreement shall remain in full force and effect until it is terminated. Termination shall include the removal of Your information from the hosting servers. Your account may be terminated in accordance with the principles of this Agreement, or at any time with immediate effect. Termination for non-payment will also occur on the 31st day of any past due invoice.

Communication. You agree to receive periodic emails from Spritz regarding our services and Your account. You agree to provide accurate account information to Spritz, including Your Email address and telephone number. Any notice under this agreement shall be given to You via the email address you provide to Spritz. Notice to You at this address is deemed sufficient regardless of Your receipt of such email.

You are responsible for keeping Your account information up to date. Any and all fees incurred due to incorrect Billing and/or Payment information are Your responsibility. You can update Your Account information at any time via the [Client Portal](#).

Cancellation of Service. You have the right to cancel Your hosting service at any time. Requests for cancellation of service should be made by email, and cancellation will occur within 3 business days of receipt. You may request a refund for pre-paid hosting fees for the full months remaining after cancellation. Refunds for partial months are not

provided. Setup fees, if incurred, are not refundable. Spritz is not responsible for Your failure to use the hosting service, and non-use of the service does not constitute a cancellation.

If You cancel service, moving Your web site to another hosting provider is Your responsibility. Spritz will provide the information necessary for You to transfer Your website prior to cancellation, but will not conduct the actual transfer. All information pertaining to your account is deleted from our servers within 14 days of cancellation.

Disclosure of Information. Spritz may disclose Your Account information to law enforcement agencies without further consent or notification to You upon a lawful request from any such agency.

Warranties and Limitations. Many events and circumstances which may impact operation of the hosting service are beyond the control of Spritz. Spritz shall not be responsible for any damages your business may suffer. Spritz makes no warranties of any kind, expressed or implied for services we provide.

Spritz disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data, delays and any and all service interruptions.

The total sole and exclusive remedy available to You as the result of any breach of this agreement, negligence, or any action or failure to act, intentional or otherwise, shall be the total amount of service fees paid by You to Spritz in the three months immediately proceeding any allegation of entitlement to such remedy. In no event shall Spritz be liable for any indirect, special, punitive, incidental or consequential damages, loss of profits or loss of business as the result of any such action or inaction without regard to the likelihood of any such damages.

Indemnity. You agree to fully defend, indemnify and hold harmless Spritz from and against all fees, expenses, damages and liabilities (including reasonable attorneys' fees) associated with any third party claim relating to use of the Services, including the result of any violation or claimed violation of any copyright or other intellectual property right of any third party.

Force Majeure. Spritz shall not be liable for any delays or failures in performance due to acts of God or the elements, interruption of utilities or internet service, computer failure, or other events beyond its reasonable control.

Assignment. Your rights under this agreement may be assigned only upon prior written notice and express written approval by Spritz. Spritz may assign its rights hereunder to any person or entity who shall become a principal owner or shareholder of Spritz.

Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remaining provisions will not be affected. The invalid or unenforceable provisions will be modified to render them valid and enforceable.

Choice of Law. This Agreement will be governed by the Laws of the State of Illinois. Each party consents to the non-exclusive jurisdiction and venue of the federal and state courts located in Cook County, Illinois.

Amendment. Spritz may amend this Agreement from time to time, and will post the new Agreement on the Spritz web site ([Client Portal](#)). Such amendments shall become effective immediately for all existing and future accounts.

ACCEPTABLE USE POLICY

(Exhibit A)

Spritz strictly enforces compliance with its acceptable use policy. You agree to maintain Your website in full compliance with the terms set forth below. Failure to comply is cause for immediate suspension and/or termination of Your account at the sole discretion of Spritz.

You shall agree to the following:

- You agree that You will not violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
- You agree not to post the following types of content on Your website: pornographic, obscene or excessively profane content, gambling, illegal drugs or illegal drug use.
- You agree not to take any action which threatens, encourages or causes any harm to minors or to perform any activity which may cause harm or assists another person or group in doing so.
- You agree not to take any action which encourages or consists of any threat to harm any person or property. You also agree not to use Your account to encourage, promote or include hate speech.
- You agree not to use Your account to knowingly or otherwise permit the violation of any provision of the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM ACT) including the following:
 1. False or Misleading Header Information
 2. Deceptive Subject Lines
 3. Failure to provide an opt-out method
 4. Failure to Identify the message as an advertisement
 5. Failure to include a physical Postal Address
- You agree not to infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- You agree not to collect or attempt to collect personally identifiable information of any person without their express consent. You shall maintain records of any such consent throughout the term of any agreement that You have with Spritz and for three years thereafter.
- You agree that the server space occupied by Your account is and remains the property of Spritz. Your use of the service is not subject to lease or any other sharing or transfer without the express consent of Spritz.
- You agree to comply with all International, Federal, State and local laws including those related to content, copyright, and trademark. This includes the Digital Millennium Copyright Act (“DMCA”).