

Hosting and Support Agreement

Below you will find our account service contract. Unfortunately, in these days of lawyers and lawsuits, such contracts become necessary. It is relatively straight forward legalese. Naturally, as providers of site hosting we cannot be responsible for your day-to-day actions and must maintain an arms-length relationship at all times. Rest assured that we have always maintained the highest standards of service for our customers and will continue to do so in the future.

THE AGREEMENT (Cash Flow Institute Member Web Site)

DataMax Marketing Systems, Inc. is a marketing service and Web hosting provider. User accounts on our internet servers are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, hosting of your web site on **DataMax Marketing System's** servers is your representation that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below.

1. **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless **DataMax Marketing Systems, Inc.** from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, **DataMax Marketing Systems, Inc.** or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your Web site, your account, including but not limited to domain name selection, your business activities and your Web site content.

2. **REFUSAL OR DISCONTINUANCE OF SERVICE**

DataMax Marketing Systems, Inc. reserves the right to refuse or discontinue service to anyone at its sole discretion. **DataMax Marketing Systems, Inc.** reserves the right to refuse to post any information or materials, in whole or in part, that, in its sole discretion, it deems are unacceptable, undesirable, or in violation of this agreement. **DataMax Marketing Systems, Inc.** reserves the right to immediately discontinue service for any condition of non-payment for services requested.

3. **CONDITIONS of PAYMENT**

You agree to supply appropriate payment for the services rendered by **DataMax Marketing Systems, Inc.** in advance of the time period during which such services are provided and you agree that all setup fees are non-refundable once setup is completed. You additionally agree that until and unless you notify **DataMax Marketing Systems, Inc.** of your desire to cancel any or all services received, those services will be billed on a recurring basis. You agree to pay by credit card which will be billed and charged automatically, and that **DataMax Marketing Systems** may apply the amount due to the provided card at any time. You agree that pro-rated refunds for unused time periods will be not provided in the event of account termination.

- You agree to pay an initial site hosting and support fee of \$45 for the first quarter and \$15 per month thereafter which will automatically be charged to your credit card on the first day of service and, following the first quarter, monthly on the anniversary of that service.
- You agree a site reinstatement fee of \$25 will be assessed if your credit card is declined upon three consecutive attempts by our staff and payment is not received within 15 days of the due date.
- If a payment remains past due for more than 30 days your web site will be suspended interest fee of 18% A.P.R. will be applied.
- You agree to pay any costs associated with collection and attorney's fees on your delinquent account.

4. **NO WARRANTIES or REPRESENTATIONS**

DataMax Marketing Systems, Inc. makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of non-infringement, title, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by **DataMax Marketing Systems, Inc.** or its agents or employees shall create a warranty. **DataMax Marketing Systems, Inc.** provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall **DataMax Marketing Systems, Inc.** be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your URL, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you become dissatisfied with **DataMax Marketing Systems, Inc** service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to notify us promptly of your request for discontinuation of service.

5. **SECURE COMMUNICATIONS MEDIUM NOTICE**

You agree that **DataMax Marketing Systems** is not considered a "secure communications medium" for the purposes of the ECPA (Electronic Communications Privacy Act), and that no expectation of privacy is afforded.

6. **YOUR IDENTIFICATION INFORMATION**

You agree that you, as the person legally responsible for use of this Web site, are at least 18 years of age. You agree to supply **DataMax Marketing Systems, Inc.** with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us for payment upon your account and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

7. **TERMINATION AND EARLY TERMINATION**

The period of the Agreement shall be for 12 months and will renew automatically unless notification is received from you. Should you wish to terminate our services early you may do so by notifying our support department through the Datamax Web site (www.datamaxmarketingsystems.com). Posted fees for monthly service are non-refundable once posted. In event of early termination, you agree to pay an Early Termination Fee of \$15 to reimburse Datamax for costs associated with the acquisition of your URL.

8. **BACKUP OF DATA**

Your use of our services is at your sole risk. **DataMax Marketing Systems, Inc.** is not responsible for data or e-mail received by form fields located on your Web site. You agree to take full responsibility for files and e-mail received and to maintain all appropriate backup.

9. **PRIOR AGREEMENTS**

This agreement supersedes any written, electronic, or oral communication you may have had with **Datamax Marketing Systems, Inc.** or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

10. **SEVERABILITY**

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

11. **JURISDICTION**

This agreement shall be governed by the laws of the State of Florida. Venue for any breach of this agreement or cause of action shall be the County of Lee.

12. **ACKNOWLEDGEMENT**

By placing and continuing to maintain or place information on **DataMax Marketing Systems'** servers you are representing and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

PRINT NAME _____ SIGNATURE _____

VISA MASTERCARD AMEX DISCOVER (Circle Your Card Type)

CARD NUMBER _____ EXPIRES _____

NAME ON CARD _____

ADDRESS _____

ADDRESS _____

CITY _____ ST _____ ZIP _____

TELEPHONE () _____ EMAIL _____

FAX THIS COMPLETED DOCUMENT TO DMS AT (239) 274-7994