



SERVICE CONTRACT

The following are terms and conditions of the services offered by WebWolf Design. Hosting is renewed every 3 months, due five days in advance, for new sites payment is due fifteen days after substantial completion. Your invoice will be sent 15 days prior to your bill due date. Web Design payments due according to that stated on your invoice. Any account exceeding this time frame is subject to suspension. The customer is responsible for all money owed on the account from the time it was established to the time that you notify us in WRITING that you are requesting termination of services. All services offered by WebWolf Design are to be used lawfully. This includes any federal, state and local law. As well as the rules of Acceptable Use Policies created for the Internet as a whole. WebWolf Design may not be held responsible in any way or for any reason, for damages suffered through use of our services. In the sole judgment of WebWolf Design, it does not allow any "Adult Content" or items deemed inappropriate on any site on our server or on our system. WebWolf Design reserves the right to terminate service to anyone and for any reason at any time. We reserve the right to modify these terms and conditions as well as the account rates at any time.

In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement:

1. ORDER ACCEPTANCE, PAYMENT

A. All orders are subject to acceptance by WebWolf Design at its office in No. St. Paul, MN. An order will be deemed accepted by WebWolf Design when WebWolf Design sends written confirmation, email, fax or calls with acceptance of the order to Customer.

B. Payment and Terms: Payment shall be made to WebWolf Design into the account designated by WebWolf Design, or as may otherwise be agreed in writing by the parties. Payments are due 15 days from invoice. If due to bank charges, transfer fees, or the like, WebWolf Design should receive less than its invoice amount, WebWolf Design will re-invoice Customer for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by WebWolf Design within thirty (30) days after activation or renewal, WebWolf Design may impose a debt service charge amounting to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be required by law) for each month or fraction thereof of the overdue amount remains unpaid. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, WebWolf Design may withhold or suspend services, and may terminate this agreement pursuant to paragraph 11 below.

2. PRICES

A. All prices for Hosting Plans or Web Design work provided by WebWolf Design to Customer are in US dollars.

B. Customer shall be responsible for paying all taxes of any nature which become due with regard to WebWolf Design's services, except for taxes on WebWolf Design's income, irrespective of which party may be responsible for reporting or collecting such taxes.

3. SERVICES TO BE PROVIDED BY WEBWOLF DESIGN

A. During the term of this agreement, WebWolf Design will provide services to Customer according to the Plan(s) accepted by Customer. "Plan" means one of WebWolf Design proposals for offering various services. The specific Plan(s) for services to be provided to Customer shall be established by correspondence between WebWolf Design and the Customer. Such Plan(s) shall be deemed incorporated by reference into this agreement. WebWolf Design and Customer shall retain copies of such Plan(s) for future reference. Changes made by WebWolf Design to any Plan shall not change the terms of the Plan(s) accepted by Customer, unless such changes do not adversely affect the services provided to Customer under the prior Plan(s).

B. At Customer's request, WebWolf Design will acquire an Internet Second-Level Domain Name ("SLD"), from the Network Solutions or successor registrar only, on behalf of Customer. Such a request by Customer and/or Customer's acceptance or use of the SLD obtained by WebWolf Design shall in all cases constitute Customer's waiver of any and all claims which it may have, or which may later arise, against WebWolf Design for any loss, damage, claim or expense arising out of, or related to, the acquisition, registration, and/or use of such SLD. Any costs of WebWolf Design in obtaining or maintaining a domain name for Customer or its customers shall be immediately reimbursed to WebWolf Design upon invoice from WebWolf Design to Customer.

4. RULES AND REGULATIONS

From time to time WebWolf Design may impose reasonable rules and regulations regarding the use of its services.

5. LIMITED 30-DAY MONEY-BACK GUARANTEE; DISCLAIMERS OF WARRANTY; LIMITATIONS ON WEBWOLF DESIGN OBLIGATIONS AND LIABILITIES

A. WebWolf Design offers a 30-day money-back guarantee on each Plan. If Customer is not completely satisfied with the Plan within the first 30 days, Customer may cancel this agreement by notifying WebWolf Design in writing. In such case Customer will receive a full refund of any amounts paid pursuant to this agreement, less any setup fees. Setup fees will be refunded only if (1) Customer cancels this agreement prior to account activation, or (2) the domain name requested by Customer is not available from Network Solutions.

B. After the initial 30-day period, services provided by WebWolf Design to Customer shall be deemed accepted for all purposes 30 days after the provision of such services, if no written claim or objection regarding such services has been received by WebWolf Design within the 30-day period. No claim related to such accepted services may be raised at a later date.

C. WebWolf Design liability to Customer hereunder is limited to the amount paid to and received by WebWolf Design for services not accepted. WebWolf Design is proud of its record in providing state-of-the-art, reliable services, and will use its best efforts to maintain performance at the highest level to which its customers have become accustomed, but WEBWOLF DESIGN MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NOW INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WEBWOLF DESIGN CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA STORED OR TRANSMITTED VIA ITS SYSTEM. NEITHER WEBWOLF DESIGN NOR ANYONE ELSE INVOLVED IN PROVIDING SERVICES PURSUANT TO THIS AGREEMENT WILL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES OF ANY KIND (DIRECT, CONSEQUENTIAL, SPECIAL, OR ANY OTHER) THAT ARISE OUT OF THE USE OR INABILITY TO USE SUCH SERVICES, whether or not resulting from fault or negligence on WebWolf Design's part, even if WebWolf Design has been advised as to the possibility of such damages. Some jurisdictions may prohibit certain disclaimers, so the above disclaimers may not apply. Customer's local jurisdiction's laws will apply only to the extent they override this agreement.

D. Customer will take all necessary measures to preclude WebWolf Design from being made a party to any lawsuit or claim regarding WebWolf Design services provided to Customer. Customer hereby agrees to indemnify and hold harmless WebWolf Design from any and all such lawsuits or claims.

6. PROPERTY RIGHTS

WebWolf Design owns all right, title and interest in and to WebWolf Design trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of Plans and of the hardware and software systems and resources necessary to provide the individual service elements of which they consist. This agreement does not constitute a license to Customer to use WebWolf Design trade names or service marks. Any such license must be the subject of a separate written agreement.

7. PRIVACY

A. WebWolf Design will not sell, and will not knowingly disclose, its customer lists or customer email or listserv address lists (although it cannot guarantee that such information will never be found out). WebWolf Design will cooperate with those attempting to minimize net abuse, and reserves the right to institute "filters" or other mechanisms as part of its efforts to reduce net abuse. Customers may request not to be listed on WebWolf Design's "Gallery" Page" located at www.wwolf.net/gallery.htm.

B. WebWolf Design will not monitor or disclose Customer's private email messages unless required to do so by court order or law, but WebWolf Design will cooperate with law enforcement authorities and will notify such authorities if it suspects that Customer is engaged in illegal activities.

8. CONFIDENTIALITY

Customer acknowledges that by reason of its relationship with WebWolf Design hereunder, it may have access to certain information and materials relating to WebWolf Design business plans, customers, software technology, and marketing strategies that is confidential and of substantial value to WebWolf Design, which value would be impaired if such information were disclosed to third parties. Customer agrees that it will not use in any way for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by WebWolf Design. Customer further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, Customer shall not disclose any such confidential information in its possession, and shall return all confidential materials to WebWolf Design or destroy them, at WebWolf Design option. The provisions of this section shall survive the termination of this agreement. Upon any breach or threatened breach of this section, WebWolf Design shall be entitled to injunctive relief.

9. RELATIONSHIP OF THE PARTIES; NATURE OF AGREEMENT

The relationship between WebWolf Design and Customer is that of vendor and vendee. The parties shall not be construed as being joint venturers, franchiser/franchisee, or employer/employee. Even if Customer is an individual, this agreement is a commercial agreement entered into for business purposes, not a consumer agreement. Customer has no authority, apparent or otherwise, to contract for or on behalf of WebWolf Design, or in any other way legally bind WebWolf Design in any fashion, nor shall Customer be authorized to make any representations about WebWolf Design or its services other than to set forth the contents of this agreement, of any Plan(s) contracted for, and of any rules and regulations promulgated by WebWolf Design from time to time.

10. DISPUTES

The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute that cannot be so resolved (other than the collection of money due on unpaid invoices, and other than the injunctive relief referred to in paragraph 8) shall be subject to binding arbitration upon written demand of either party. Arbitration shall take place in North Saint Paul, MN, or at another location if the parties so agree. The arbitration shall take place before an arbitration panel chosen as follows: The parties shall each choose an arbitrator, and the two arbitrators shall choose a third arbitrator and determine the third arbitrator's compensation. Each party shall have one veto over the choice of the third arbitrator. The three arbitrators shall schedule an informal proceeding, hear the arguments, and decide the matter by secret majority vote. Unless the arbitrators decide otherwise, each party shall pay the costs of its own arbitrator, and shall pay half of the other costs of the arbitration proceeding. Each party shall have the right to have the proceedings transcribed. The arbitrators shall not have the authority to award punitive damages or any other form of relief not contemplated in the contract. The majority of arbitrators shall render a written opinion setting forth the basis on which they arrived at the decision regarding each issue submitted to arbitration; the dissenting arbitrator, if any, shall not issue or reveal a dissenting opinion. Regarding each issue submitted to arbitration, the decision shall be final and binding only to the extent it is accompanied by a written explanation of the basis upon which it was arrived at. Judgment upon the award, if any, rendered by the arbitrators may be entered in any court having jurisdiction thereof. Should any legal action permissible under this agreement be instituted to enforce the terms and conditions of this agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels.

11. TERM, TERMINATION

- A. Initial term. Unless otherwise terminated as set forth herein, this agreement shall be effective for the term stated in the initial order.
- B. Automatic renewal. This agreement shall be renewed automatically for subsequent terms of the same length unless, at least ten (10) days prior to the next renewal date, one party gives notice of non-renewal to the other. If, prior to the renewal date, WebWolf Design tenders to Customer a copy of WebWolf Design then-current Customer Agreement with notice that renewal is conditioned on Customer's agreement thereto, any renewal by customer will be deemed to be an acceptance of the terms contained in such subsequent Customer Agreement, rather than a renewal pursuant to the terms contained herein. Upon automatic renewal of this Agreement, the Plan(s) accepted by Customer shall be deemed to be the then-current Plan(s) most closely resembling Customer's prior accepted Plan(s), provided that such subsequent(s) shall be at least as favorable to Customer as any prior Plan(s).
- B. Termination. This agreement may be terminated in any of the following ways:
 - 1. By WebWolf Design,
 - (a) upon thirty (30) days written notice to Customer, if in the sole judgment of WebWolf Design, Customer breaches any material and substantial provision of this agreement and has not cured by the end of the 30 days.
 - (b) Immediately upon written notice to Customer, in the event that
 - 1. Customer, in the sole judgment of WebWolf Design, violates the "No Adult Content" rule, in which case WebWolf Design may either terminate this agreement, or suspend it pending discussions with Customer.
 - 2. Any bank draft or check delivered by Customer to WebWolf Design in payment for Products is returned unpaid and Customer fails to remedy such nonpayment within five business days.
 - 3. Customer becomes more than thirty (30) days in arrears in payment of its account with WebWolf Design.
 - 4. There are instituted bankruptcy or insolvency proceedings against Customer, which are not vacated within sixty (60) days from the date of filing.
 - 5. Customer institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency.
 - 6. Customer makes an assignment of all or part of its assets for the benefit of creditors;
 - 7. Customer assigns or attempts to assign all or any part of this Agreement without WebWolf Design prior written approval, or
 - 8. Customer fails to inform WebWolf Design in writing immediately on the happening of any event specified in this section.
 - 2. By Customer,
 - (a) Immediately upon giving written notice to WebWolf Design, if
 - 1. There are instituted bankruptcy or insolvency proceedings against WebWolf Design, which are not vacated within sixty (60) days from the date of filing;
 - 2. WebWolf Design institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency.
 - 3. WebWolf Design makes an assignment of all or part of its assets for the benefit of creditors, or
 - 4. WebWolf Design fails to provide reliable and satisfactory service to Customer in agreement with this contract.
 - 5. WebWolf Design fails to inform Customer in writing immediately on the happening of any event specified in this section.

The provisions of paragraph survive any termination of this agreement. Should termination occur for any of the reasons set forth in this contract, Customer will be responsible for paying the costs of enforcing any unpaid obligations to WebWolf Design, including reasonable attorney fees.

12. NONASSIGNABILITY

Customer's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of WebWolf Design, which consent shall not be unreasonably refused. WebWolf Design rights and obligations under this agreement may be transferred and assigned only if such transfer or assignment does not adversely affect the services provided to Customer here under.

13. PARTIAL INVALIDITY

If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. WebWolf Design and Customer agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

14. APPLICABLE LAW, JURISDICTIONAL MATTERS

This agreement takes effect when accepted by WebWolf Design in North Saint Paul, MN. It is to be governed by and construed under the laws of the State of Minnesota and the United States of America. The federal and state courts of the State of Minnesota shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this agreement. Customer hereby expressly consents to (1) the jurisdiction of the courts of Minnesota and (2) service of process being effective upon it by registered mail sent to the address set forth at the beginning of this document, as may be changed from time to time by written notice actually received by WebWolf Design. Unless prohibited by the law of Customer's jurisdiction, Customer waives any requirement that service of process or of any documents be made upon it pursuant to the provisions of the Hague Convention.

15. NOTICES

Except with respect to service of process as set forth in paragraph 14, all notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission. Evidence of successful transmission shall be retained.

16. ENTIRE AGREEMENT; MODIFICATIONS

This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussion between them.

WebWolf Design may make changes to this agreement at any time. You will be notified of any changes via E-mail advising of the change and the effective date thereof. Utilization of WebWolf Design services by Customer and/or its Customers following the effective date of such change shall constitute acceptance by Customer of such change(s). Otherwise, this agreement may not be modified except by written consent of both parties. Upon agreement, Customer will own all rights to any domain names registered for Customer by WebWolf Design, and Web pages and/or Sites produced for Customer by WebWolf Design. By submitting this document with all text entered, you agree to the terms described in the WEB CONTRACT between Customer (you) and WebWolf Design.

Print Service Contract, Sign and Submit to WebWolf Design

Company _____

Customer Name (Print) _____

Signature _____

URL www. _____ Date ____/____/____