



## Service Agreement

This service agreement ("Agreement") is between the **iNET GROUP** who will provide the services and the **CLIENT** who is the individual or entity that accept and agree to the following terms and conditions:

The **iNET GROUP** services may only be used for lawful purposes. Transmission or solicitation of any material that violates United States Federal, State, or other laws is totally prohibited and solely the responsibility of the **CLIENT**.

The **iNET GROUP** has a no-content policy for sexual, racial, threatening, abusive, obscene, libelous or other offensive material. We have the right to reject any publication or links to such type of content. The use of (UCE) unsolicited commercial e-mail (spamming) or sending bulk e-mails is totally prohibited. The **CLIENT** will be responsible for any legal action and/or consequences that the **iNET GROUP** might incur due to any **CLIENT** usage of the **iNET GROUP** servers for UCE and bulk e-mails submissions.

The **iNET GROUP** is not responsible in any way and/or form for violation of intellectual property rights regarding or concerning material and links provided and/or suggested by the **CLIENT** and published in the **CLIENT** web site. All violations are the responsibility of the **CLIENT**.

The **iNET GROUP** is not responsible for network problems, access problems, lost data or interruptions (including all types of e-mail accounts), web site backups, browser compatibility issues, hardware/software issues (including end user, viruses/spyware/worms/trojan horses), front-end/back-end (including programming, compatibility, performance and code issues) and/or materials and/or content submitted by the **CLIENT** that is not updated on time in any way and/or form.

The **iNET GROUP** is not responsible to update or substitute outdated or non-functional technologies and/or components including third party solutions no longer supporting such technologies and/or components.

The **iNET GROUP** is not responsible for site trespassing or breach by unauthorized users that damage the site's original contents and also any further consequences of such trespass or breaching. The **iNET GROUP** is not responsible for e-commerce fraud in any way and/or form. The **CLIENT** is responsible for the entire outcome of such issues.

The **iNET GROUP** is not responsible for the content that the **CLIENT** provides for publication on their web site in any way and/or form. The **CLIENT** is fully responsible for all content and further consequences of such content (including any errors and/or omissions that the **iNET GROUP** might incur by adding any type of content to the **CLIENT'S** web site). The **iNET GROUP** is not responsible for any of the consequences resulting from any **CLIENT** site contents or use in any way and/or form. The **CLIENT** is responsible for all consequences.

The words "Web By: iNet" will be permitted by the **CLIENT** and agrees not to remove such words on the site to be developed for the sole purpose of forwarding customers to the **iNET GROUP** site. These words will be placed on the client's site in a way that will not affect the contents or design of the site in any way. In addition, we will have the right to advertise the web sites (partial or as a whole) that we developed including previous or older versions in any electronic form or media regardless of the **CLIENT** current business status.

The **iNET GROUP** designs and programming are copyright property of the **iNET GROUP** and being licensed to the **CLIENT** upon job completion and final payment is received. The **CLIENT** has the right to use such license from the **iNET GROUP** for an unlimited time as long as this service agreement is not breached. **CLIENT** agrees not to reproduce and/or sell the designs and/or programming provided by **THE iNET GROUP**. Source codes including .fla files (Flash) and .psd (Photoshop) files are proprietary, and might not be released to the **CLIENT**.

The **CLIENT** agrees to pay in full the **iNET GROUP** for the amount agreed on in the quote submitted to the **CLIENT**. In the event of cancellation or early termination of the service, the **CLIENT** must pay in full the amount due within 5 working days from cancellation. This will not apply in the case of a mutual agreement of cancellation or early termination of service by the **iNET GROUP**. **CLIENT** agrees to make a 50% initial payment and the remaining 50% upon completion of the project. Completed or partially developed sites can only be published and/or transferred to the **CLIENT** after final payment is submitted in full to the **iNET GROUP**.

Your account is due in full by the due date printed on your invoice. Past due accounts are subject to a late payment fee equal to \$25.00. Accounts with an invoice 30 days past due or older will be subject to deactivation of services without prior notification. A \$25.00 returned check fee will be charged on any returned check

Managed hosting includes 500MB disk space, 2.5GB monthly bandwidth, 25 POP e-mail accounts, and 25 redirect e-mail accounts. Additional bandwidth is \$0.25 per MB. Additional e-mail POP/redirect accounts are \$5.00/month per account. The **CLIENT** has no direct access (such as FTP access) to any of our servers. Two months advance notice is required from the **CLIENT** in the event of cancellation of hosting services provided by the **iNET GROUP**. A one-year minimum commitment applies ONLY to the 59, 89, 129 and 159 webmaster plans. Payments for hosting services and 59, 89, 129 and 159 webmaster plans are due the first of every month to cover advance usage. The **iNET GROUP** cannot monitor or pay dues for domain names not registered by us through our Network Solutions™ accounts, the **CLIENT** is responsible to monitor and pay dues for all domain names.

The **CLIENT** hereby agrees to indemnify and hold harmless the **iNET GROUP** against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the **iNET GROUP** in the performance and/or failure to perform within the **iNET GROUP** including the negligent acts or omission of any Subcontractor or any direct or indirect employees of the **iNET GROUP** or Subcontractors.

The **iNET GROUP** has the right to cancel or terminate services with the **CLIENT** at any time.

<b>Company Name:</b>	<b>URL:</b> <a href="http://">http://</a>	
<b>Client Name:</b>	<b>Signature:</b>	<b>Date:</b>

**I accept and agree to the terms and conditions of the iNet Group "Service Agreement". By receiving services from the iNet Group you accept and agree to the terms and conditions of the iNet Group "Service Agreement".**