



Plassenthal.Com Web Hosting Terms and Conditions

Plassenthal.com (the "Provider") will provide access to its Internet Server (the "System") to the undersigned individual account holder (the "User") in exchange for payment of fees and compliance with the terms and conditions of this agreement.

The User agrees to the following:

1. Service feeds shall be submitted in advance of receiving services and will be in accordance with the standard billing procedures as set forth below:
 - a. Invoices will be sent in advance of the period in which services are received.
 - b. Payment is due upon receipt of the invoice, and no later than the beginning of the User's monthly billing cycle.
 - c. If payment is not received by the first day of the beginning of the User's monthly billing cycle, use of the system may be suspended or terminated without notice. If the User's account has been suspended there is a reconnection fee of \$30 to re-establish the User's Account.
 - d. There will be a returned check charge of \$20 for any checks returned to the Provider unpaid.
 - e. Any interruption of services does not relieve the user from the obligations to pay the monthly charge.
 - f. The account holder will be notified in writing 30 days in advance of any and all changes or increases in service fees.
2. The User understands and agrees that the User's account is **personal** and is **not** to be used or shared by any other party. The User also agrees that the **username and password shall remain private information and shall not be distributed or disclosed to any other individual, nor used by any other individual**. The User shall not use another User's password to access the System.
3. The User hereby agrees to comply with the rules of operation as they now exist and as they may from time to time be changed. The User's continued usage of the System constitutes the User's acceptance of such changes.
4. The User agrees to comply with the rules and regulations of any other system either directly or indirectly connected to Plassenthal.com.
5. The User shall not utilize the System for illegal activity or place any text, data, graphics, images, messages, communication(s), mass-mailings, files or other materials (the "Information") on the System in any form which is related to illegal activity or is scandalous, defamatory, obscene, immoral, or in violation of another's rights, including but not limited to, copyrights, trade secrets, and privacy.
6. Access to any network is not a service that is granted in return for payments or fees. Access is a privilege that is provided for those that comply with this agreement. Because access to any network is a privilege, the User understands and agrees that the User's access to the System may be terminated or suspended without warning if it is reasonably believed that the User has used the System in a manner inconsistent with the purposes of the System. This includes, but is not limited to, unauthorized use of an access code, illegal activity, and placing information on the System which is scandalous, defamatory, obscene, immoral, or in violation of another's right, including but not limited to copyrights, trade secrets, and privacy. Violation of any provisions contained herein are grounds for immediate disconnection from the System.

Should the User's access to the system be suspended or terminated for any reason, all fees received by the Provider shall be forfeited as liquidated damages.
7. The User agrees to use the System in a manner permitted by applicable local, state, and federal laws.
8. The User understands and agrees that unauthorized access of any computer network is illegal and may be punishable by fines or imprisonment under both state and federal laws.
9. The User understands and agrees that the Provider is not responsible for monitoring the content of information placed on the System. Nevertheless, the Provider reserves the right to remove any information in violation of this agreement.
10. The User understands and agrees that the Provider has no obligation to preserve or protect any rights which the user may have in any information placed on the System and shall not be responsible for backing up information placed on the System.

User Initials: _____

Date: _____

11. The User understands and agrees that the information that is available or obtainable from the System or interconnecting networks may not be valid or accurate and that it is provided on an "as is" basis. Plassenthal.com makes no warranties of any kind, either express or implied regarding the quality, accuracy or validity of the data and/or information residing on or passing through any accessible networks. Use of any information obtained from or through services provided by Plassenthal.com will be at the User's own risk.
12. Plassenthal.com and the information providers make no representations or warranties, either express or implied with respect to the System and access thereto, including, without limitation, warranties of merchantability or fitness for a particular purpose.
13. Plassenthal.com and the information providers do not represent or warrant that access to the System shall be uninterrupted or that there shall be no failures in transmission of information, errors or omissions in transmission of information, errors or omissions in information or loss of information.
14. In no event shall any liability of Plassenthal.com or the information providers exceed any amounts paid to the Provider under this agreement, regardless of the cause or form of the action arising out of or in connection with this agreement or the use or damage in connection with its use of the System, including but not limited to, any loss or damage arising from the selection of uses to which it will put the System and the adequacy of the system to meet the User's needs.
15. Plassenthal.com and the information providers are not liable to the User with respect to any claim made based on copyright, trade secrets, or other proprietary rights in regard to any information or the use to which any information is put by the User. The information is not provided or published by Plassenthal.com. Plassenthal.com and the information providers disclaim any responsibility for the content, quality, performance, or any other aspect of any information. The information is not intended to supplant individual professional consultation.
16. The User agrees to indemnify and hold harmless Plassenthal.com and the information providers from and against any claims, liabilities, losses, costs, damages, or expenses (including attorney's fees) arising from the User's use of the System and shall not remove or copy from the System all or any part of any software program comprising the System.
17. The User acknowledges that he or she may have access through the system to data and software which is proprietary to Plassenthal.com and undertakes to receive and hold all such data and software as confidential information. The User shall not transfer to any person or entity and data obtained by the User from any database included in the System and shall not remove or copy from the System all or any part of any software program comprising the System.
18. The User may not assign or transfer, in whole or in part, this agreement or its rights to use the System, including the use of the User's access code or password, without the prior written consent of the Provider.
19. Plassenthal.com shall not be responsible in any way for any User-end hardware or software required or used by the User to access or communication with the System or to upload or download information or for the telecommunication cost of accessing the System.
20. The User is authorized only for a single log-on to the System. **Multiple log-ons and background processing are prohibited. Any User found misusing the system in this manner will be terminated immediately.**
21. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.
22. This agreement is the complete agreement between the parties and supersedes any prior agreement whether written or oral.

The undersigned agrees to the terms and conditions as set forth above.

Signature _____

Name _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____ - _____