

Account Terms and Conditions

724storefront.com does not require a minimum hosting contract to be signed.

Amount Due At Signing = One Month Hosting Fee and setup fees as stated in account menu.

All accounts will be billed monthly by either Credit Card or Electronic Check. Termination of service is required by either Telephone, E-Mail, or US Mail seven (7) days prior to first of month.

All hosting fees are non refundable at our low prices to insure open access to everyone who wishes to utilize our business web site hosting services. Our fees are some of the lowest in the industry and we encourage you to use your business web hosting account for it's full duration and potential.

TERMS AND CONDITIONS

1. PARTIES DEFINED

724storefront.com is operated by PortHarbor.com, Inc. & 724storefront.com, Inc., a Florida Corporation.

This service contract (hereinafter the "CONTRACT") is between PortHarbor.com & 724storefront.com, Inc., a Florida Corporation (hereinafter called "724storefront.com") and the applicant for 724storefront.com services. (Yourself) Hereinafter called the CLIENT who wishes to purchase and utilize Internet Web Hosting services with 724storefront.com.

1a - The Virtual or Non Virtual Web Server Internet account and related electronic services can only be used for legal purposes under all federal, provincial, state and local laws. The CLIENT by entering into this agreement represents that the content in which they are requesting to be hosted on 724storefront.com servers is legally theirs, they own full legal intellectual, artistic and distribution rights to publicly display said content on our servers and that their content does not violate rules of pornographic community decency standards.

2. RELATIONSHIP BETWEEN 724storefront.com AND CLIENT

2a - CLIENT's rights and privileges can not be sold or transferred without the written consent and approval from 724storefront.com thirty (30) days in advance. The Client must request and have written approval from 724storefront.com for (V.A.R.) value added reseller status. 724storefront.com of course retains the rights to modify or amend this agreement for the Value Added Reseller intended CLIENT. We welcome and encourage the V.A.R. minded client. Approval for this program is usually not a problem.

2b - This contract represents the complete understanding between CLIENT and 724storefront.com. If CLIENT sells advertising or hosting under their Value Added Reseller Status to a third party. The CLIENT will be held responsible for the content of that advertising or hosting material and the actions of that third party.

2c - The CLIENT has a full understanding that they will not attempt to sell services to Adult, Sexual, Hate Group, Warez

MP3 or Defamation theme oriented companies or individuals wishing to post web site content of this nature. The CLIENT has a full understanding that the services offered on 724storefront.com are for general retail and wholesale electronic commerce and presentation driven customers only. (Business Web Hosting)

2d - CLIENT agrees not to harm 724storefront.com servers, its reputation, computer systems, programming and/or other Clients using 724storefront.com services. Allowing access to your account by any party not approved by System Administrator is a breach of contract. ANY AND ALL SECURITY VIOLATIONS WILL RESULT IN IMMEDIATE DEACTIVATION OF ACCESS AND MAY RESULT IN TERMINATION OF ACCOUNT. In the event of termination no credits or refunds will be issued.

2e - CLIENT agrees to all conditions of web site technical assistance, marketing, site production, hosting, and any other service by ordering the service, repair, or assistance from any technician, developer, or site production coordinator within the employ of 724storefront.com. Client will be bound to quoted amount after work has begun. Upon incomplete or cancellation of job/service client is eligible for refund of the unused portion only. If a balance is due after job/service cancellation, the client has fifteen (15) days to pay balance due. CLIENT BINDS HIMSELF/HERSELF/COMPANY/CORPORATION UPON TRANSFER OF FUNDS EITHER THROUGH CREDIT CARD TRANSACTION, FACSIMILE TRANSMISSION OF CHECK, WIRE TRANSFER, VERBAL AUTHORIZATION TO DEBIT CLIENT(S) CHECKING ACCOUNT OR ANY OTHER MEANS OF TRANSFERRING FUNDS OR TRADE OF SERVICES NOT LISTED ABOVE. Client may cancel any ordered job/service before begin of work and not be held liable for any quote, written estimate, or verbal job cost estimation.

3. INTERRUPTIONS IN SERVICE

724storefront.com will use its best efforts to maintain a full time 7/24 Internet presence for CLIENT. No Internet Hosting facility may absolutely guarantee total 24 hour stability and scheduled down times for service will occur. 724storefront.com will of course do its best for minimal service interruptions. 724storefront.com is not liable for any errors or interruption in service, whether within or outside of 724storefront.com reasonable control. CLIENT understands interruptions may or may not occur and CLIENT will hold 724storefront.com free and harmless from any damages incurred in any event of any time of loss. Service may be temporarily unavailable for scheduled maintenance, either by 724storefront.com, its affiliated networks or by third-party providers, or because of power interruptions or other causes beyond 724storefront.com control. The CLIENT also has a full understanding and agreement that the Internet as a whole is an experimental technology and is not perfect and errors will occur. 724storefront.com does its best on a regular basis to keep these problems at a minimum for the convenience of all of 724storefront.com Clients.

4. CPU USAGE

CLIENT agrees that they, He or She shall not use excessive amounts of CPU intensive processing on any of 724storefront.com servers. Any violation of this policy may result in user's immediate termination at the sole discretion of 724storefront.com without prior notice. In the event that 724storefront.com elects to terminate users account on this basis it is up to the discretion of 724storefront.com whether or not a refund will be given.

5. BANDWIDTH & DISC SPACE USAGE

Client agrees that if They, He or She is to go over the bandwidth and or disc space allotments as stated in the service package purchased by CLIENT on our account menu, 724storefront.com has the right to upgrade the service and bill accordingly for the bandwidth and or disc space used. We frequently monitor these parameters and are most concerned about the overall reliability of our servers for all of our Clients benefit. Our standard hosting package plans are designed for Web Site content only and are not intended or permitted to be used as a software distribution hub due to excessive bandwidth requirements for this type of service. If you need this type of service you must advise us and we will bill you accordingly. We reserve the right to remove this type of service from our servers without any adverse affects if we discover these types of accounts are operating without our knowledge under our standard hosting programs.

6. PASSWORD PROTECTION AND ACCOUNT SECURITY

6a - CLIENT is responsible for protecting CLIENT'S password from any authorized or unauthorized use made of CLIENT'S password. CLIENT will not use or permit anyone to use 724storefront.com service to guess passwords or to access other systems or networks without authorization. 724storefront.com will fully co-operate with law enforcement authorities in the detection and prosecution of illegal activity.

6b - CLIENT shall be solely responsible for protecting the security of its 724storefront.com account and usage. CLIENT's password shall be considered private information and shall not be disseminated or in any other manner disclosed and/or transferred to third parties. 724storefront.com shall not be liable for any breach of security caused by user or third parties. 724storefront.com will use its best efforts to maintain the integrity and security of user's password. IN NO EVENT SHALL 724storefront.com LIABILITY EXCEED THE TOTAL COST OF THIS CONTRACT BETWEEN 724storefront.com AND THE CLIENT.

7. IP ADDRESSES

724storefront.com retains as it's exclusive property all issued I.P. numerical addresses issued to the CLIENT for the purpose of hosting the clients site on 724storefront.com servers or it's affiliated networks. If the CLIENT discontinues service with 724storefront.com or if 724storefront.com discontinues service to the client. The I.P. numerical address is non transferable and shall remain the sole property of 724storefront.com.

8. PROFESSIONAL CONDUCT AND INTERNET ETIQUETTE (Netiquette)

CLIENT is expected to be familiar with and to practice good Internet etiquette (Netiquette). CLIENT will comply with the rules appropriate to any server or network to which 724storefront.com may provide access. CLIENT should not post, transmit, or permit Internet access to information CLIENT desires to keep confidential. CLIENT is not permitted to post any material that is illegal, libelous, slanderous, defamatory, tortuous, or likely to result in retaliation against 724storefront.com by offended users. 724storefront.com reserves the right to refuse or terminate service at any time. CLIENT will indemnify 724storefront.com and hold 724storefront.com harmless from any damage to 724storefront.com servers, affiliated networks, business, service, equipment, networks operations, or reputation resulting from CLIENT's actions, including but not limited to any government actions, acts of vandalism or other retaliation, and any claims of libel, unfair competition, infringement of any patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.

9. ZERO TOLERANCE NO SPAM Policy (UNSOLICITED COMMERCIAL BULK EMAIL)

724storefront.com may NOT be used to transact Unsolicited Commercial E-mail (UCE or UCBE). (Definition more than TWELVE 12 unsolicited items distributed NOT at the request of the recipients) This is commonly referred to as "SPAM". CLIENTS of 724storefront.com may not use, or permit their customers or others under their account to use, the 724storefront.com servers or affiliated networks to send unsolicited e-mail. 724storefront.com will not host, or permit hosting of sites or information that is advertised by unsolicited e-mail from other networks. 724storefront.com will not permit CLIENTS to SPAM newsgroups, or SPAM from other networks or that may or may not point to a site on 724storefront.com Servers or affiliated networks. CLIENTS that transact unsolicited e-mail are in breach of this contract. Every reasonable attempt will be made to contact the CLIENT and allow them to resolve the problem or complaint before taking action but this shall in no way restrict or impede 724storefront.com ability to immediately remove an offending site if 724storefront.com deems this as a necessary step to protect the operations of our servers and affiliated networks. 724storefront.com reserves the right to place a temporary block in the event the CLIENT is unreachable, or is unable to stop the Unsolicited Bulk E-Mail. CLIENT will constitute this contract as "fair warning" as to 724storefront.com strict "ZERO TOLERANCE NO SPAM" policy. 724storefront.com reserves the right to terminate services without any refunds of the unused portion prepaid by CLIENT when CLIENT is in violation of "NO SPAM" policy. Notice given by electronic mail shall be deemed received on (1) business day after it is posted to the recipient's e-mail address. 724storefront.com may also

fine the individual CLIENT or agent a minimum of \$500.00 per SPAM incident for violation of this policy. Fees shall be addressed according to perceived damages at the sole discretion of 724storefront.com. This decision shall be indisputable and final. Bottom Line Don't SPAM off of our Servers. It is our policy to never purchase anything from SPAM E-Mailers who solicit 724storefront.com. You don't like it when you receive it and no one else does either ! ***Don't SPAM if you want to be successful on the Internet !***

10. EXPERIMENTAL TECHNOLOGY WARRANTY AND ASSUMPTION OF RISK

CLIENT uses 724storefront.com services at CLIENT's own risk under the assumption that the World Wide Web as a whole is an experimental technology. 724storefront.com makes no warranty, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. 724storefront.com shall not be liable for any loss or other damages, including but not limited to special, incidental, consequential, or punitive damages, resulting from any failure to provide service or from any termination of service. 724storefront.com has no control whatsoever and shall not be responsible to CLIENT for the content of any web site or for the content of any third-party material passing through or associated with CLIENT's web site, some of which may be illegal, inaccurate, adult in nature, harmful, or offensive. 724storefront.com reserves the right to remove without notice any questionable content outside of what would be considered normal Business Web Site Hosting. The purpose in which this account was issued.

11. TERM OF CONTRACT, TERMINATION, AND RENEWAL

11a - All hosting contracts are on a monthly basis. CLIENT shall pay 724storefront.com monthly recurring fees, plus bandwidth/traffic charges as outlined on hosting account menu. Pre-payment of monthly recurring fees is due by the time stated in agreement at time of signing up for services with 724storefront.com or on the first day of every month. Amounts past due more than 15 days may result in the termination of CLIENT's account. If the account is past due and suspended/terminated for non receipt of payment. A \$25.00 Re-Connection fee will be placed on the account of the CLIENT. If 724storefront.com receives a returned check from the CLIENT, 724storefront.com will charge a \$25.00 returned check charge payable by the CLIENT. Taxes, special services and third party charges will be stated separately where applicable. CLIENT shall pay all taxes, fees, and governmental charges where applicable. 724storefront.com may change prices upon 30 days prior notice either by e-mail, telephone or postal correspondence.

b) 724storefront.com has the right to refuse service if CLIENT content of information provided is deemed illegal, unethical, misleading, contains child pornography, bestiality, promotion of illicit drugs, hate groups or literature by CLIENT and/or CLIENT's third-party. CLIENTS who provide the above-mentioned illegal content are in breach of the contract. 724storefront.com may terminate service without notice and without any refunds of CLIENT's unused pre-paid portion of funds.

c) All cancellations by CLIENT of service or changes in service must be in writing to 724storefront.com seven (7) days prior to the requested service termination date or beginning of billing cycle. The CLIENT has a full understanding that 724storefront.com does require a minimum billing of One Month for Virtual Hosting and 1 Month for Non Virtual Hosting. Hosting fees are not refundable. The CLIENT shall agree to pay 724storefront.com under these minimum purchase requirement guidelines.

d) If CLIENT breaches any part of this contract and 724storefront.com has to engage the services of an attorney, the CLIENT will pay any and all of 724storefront.com reasonable attorney fees and court costs.

12. LIMITATION OF LIABILITY

In no event shall 724storefront.com, It's affiliated networks or any of its officers, contractors, or employees be liable for any loss of profit or revenue by CLIENT or for any consequential, incidental, special or exemplary damages incurred or

suffered by CLIENT, nor for any loss of power or heating, ventilation, and air conditioning interruption, even if 724storefront.com has been advised of the possibility of such loss or damage. CLIENT shall indemnify and hold harmless 724storefront.com from and against any all claims, costs, expenses or liability arising out of CLIENT's (inclusive CLIENT's officer, contractors, employee agents and invitees) collective or individual use, occupancy or operation of CLIENT's web site content and/or information.

12a - CLIENT agrees that 724storefront.com shall have no liability for the services, data or information provided to the public on the Internet including but not limited to any liability for consequential, indirect, special or incidental damages, regardless of the success or effectiveness of other remedies.

12b - CLIENT further agrees that 724storefront.com shall not be liable for any damages or losses sustained by CLIENT for business or other activities conducted on the Internet including but not limited to consequential, indirect, special or incidental damages.

12c - CLIENT Agrees that it shall NOT hold 724storefront.com or any of it's affiliated networks liable for any loss of business, lost opportunity, consequential, indirect, special or incidental damages as a result of any interruption in service.

12d - IN NO EVENT SHALL 724storefront.com LIABILITY EXCEED THE TOTAL VALUE PAID TO 724storefront.com BY the CLIENT.

13 SECURITY

724storefront.com will try to keep its network secure to the best of 724storefront.com ability but can't be held liable if there is a security breach. The CLIENT is always encouraged to keep full back-up copies of all of their web site's content to reload in the event of any failure on the part of 724storefront.com Servers.

14 FULL VIRTUAL DOMAIN NAME OWNERSHIP

CLIENT shall be responsible for all costs and fees associated with its domain name including, but not limited to all costs and fees for moving same where applicable. User shall make payment directly to the issuer. (Possibly Network Solutions, Not 724storefront.com) Under no circumstances shall 724storefront.com be responsible for this cost.

ALL CLIENTS ARE BOUND TO THE ABOVE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, A WRIT OF AUTHORIZATION MAY BE OBTAINED PRIOR TO CONTRACTUAL SERVICES OR HOSTING TO WAIVE SUB-PARAGRAPHS IN QUESTION.

I have read and understand all said terms and conditions of 724storefront.com.

I agree to fully abide by all conditions, rules, and regulations as described above.

signature

print name

date