



Web Site Hosting Agreement

AGREEMENT made this the _____ day of _____, in the year _____

by and between VR Metro LLC, whose business address is 41711 Joy Road, Canton, MI 48187 and

_____ ("the customer.") whose business address is:

Terms and Conditions of Service:

This agreement is between VR Metro LLC and the Customer (as noted above) to provide Virtual Web Hosting on a VR Metro LLC Internet web server.

VR Metro LLC will provide the hardware and system administration necessary to provide World Wide Web access to the Internet community. At Customer's request, VR Metro LLC will assign a unique domain name to our servers (i.e., www.yourname.com) provided that the name is legally registered to and under the control of the Customer. Fees for domain registration (currently \$45.00 for the first two years and \$18.00 per year thereafter), VR Metro LLC will from time to time help in the selection and registering of domain names for its customers, however, the legality of the customer using a name that is registered and set-up on a VR Metro LLC server, for the customer, is the sole responsibility of the Customer.

Customer understands and agrees that VR Metro LLC will make every effort to keep our network of servers running continuously. However, our servers will, from time-to-time, be disconnected due to routine maintenance, upgrades and other uncontrollable events. In such instances VR Metro LLC will make a concerted effort to restore services but will not be responsible for any loss of business due to server "down time."

VR Metro LLC will also make its best effort to maintain security on our network of servers. However, the nature of the Web and the Internet is not secure by default. Customer assumes responsibility for the protection of Customer's intellectual property rights, files and directory access.

Customer agrees with all conditions described in the VR Metro LLC Acceptable Use Policy. Please review it carefully. VR Metro LLC will not be liable for any loss of business, lost profits, lost data, failure of security or any or all-indirect or consequential damages whether or not such damages are foreseeable. In addition, Customer assumes full responsibility for all content posted to VR Metro LLC server on Customer's behalf, including any trademark, copyright, patent or other intellectual property submitted to VR Metro LLC. VR Metro LLC reserves the right to remove any material which in its sole opinion; considers objectionable or may result in a violation of intellectual property rights of others or any other applicable Federal, State, Common, International laws or regulations.

The Customer agrees that in the event that there is a dispute as to the ownership of the content contained on a website, VR Metro LLC shall have the right to suspend or remove the disputed content until such time as the dispute is resolved.

VR Metro LLC and Customer may cancel this agreement at any time with written or verified e-mail notification. In the event that VR Metro LLC cancels this contract, the Customer will have a pro-rated refund of any unused portion of the billing period. If the Customer cancels this service with notice, any remaining full month within the billing period will be refunded. Domain registration fees are non-refundable. Customer acknowledges that these terms and conditions are subject to change without notice. Customer's continued use of VR Metro LLC server constitutes customer acceptance of these and any and all modified terms.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on this _____ day of _____, in the year _____.

VR Metro LLC

(Customer)

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title _____



ACCEPTABLE USE POLICY

The policies and guidelines expressed herein supplement the rights and obligations of the parties under the Service Agreements. This document establishes operating principles and acceptable use policies as they relate to the Customers use of the Internet and the connection/services provided by VR Metro LLC to the Customer under the development and hosting agreements.

To this end the parties agree as follows:

VR Metro LLC sells server based internet services, ie. web site hosting, electronic mail services, etc... We do not sell or provide support for client based services on our systems, ie. web surfing, talk/ntalk, IRC, usenet news, etc... Ftp access is provided for the convenience of the customer to design and administer their web sites, and are not to be used for general internet access.

If the Customer subscribes to an FTP service with VR Metro LLC, the Customer agrees to take full responsibility of any errors, or damage that might be caused by the Customer or any of the Customer's employees or agents. This includes but is not limited to errors incurred by transfer, input, or retrieving of data, that result in deleting or altering the information on the Customers website.

The Customer will avoid violation of certain generally accepted guidelines on Internet usage such as restrictions on mass mailings and mass advertisements (SPAM mail and postings), pirating or copying of software and other copyright and licensing violations, mail bombing or other methods of attempting to deny service or access to other users (nuke, flash, etc...), and attempts to violate security. Customers may not use any of our services to make physical threats to any other party. Customers may not forge e-mail or otherwise impersonate another person while using our services.

The Customer will ensure that its use of the Internet complies with all applicable federal, state and local law and regulation, including but not limited to those principles of law which protect against compromise of copyrights, trade secrets, proprietary information and other intellectual property rights, libel or defamation of character, invasion of privacy, tortious interference, and export of technical or military data to prohibited countries.

The Internet, by its very nature, is inherently an insecure medium. The Customer is responsible for validating the integrity of the information and data it receives or transmits over the Internet. The Customer is required to protect the security of its Internet account and usage. The Customer's passwords will be treated as private and confidential and not disclosed to or shared with any third parties. Customers are expected to protect their own files from unauthorized use, especially sensitive information like private mail and credit card information.

The Customer is expected to use discretion in the treatment and handling of Internet information and data and to take particular care to insure that adult information is not transmitted to juvenile users of the Internet. We adhere to U.S. laws and regulations regarding adult-related material of any nature.

VR Metro LLC is an Internet advertisement and promotions company, therefore, we reserve the right to restrict advertisement sales by clients who are hosted on VR Metro LLC servers. Revenue derived through banner placement and sponsoring is expected, however, approval is required. All other advertisement sales must be agreed upon.

Limited Traffic

VR Metro LLC offer plans to our Customers that do **not** include limits on web page traffic. To maintain the integrity of our service the following limitations apply:

- Sites having multiple directories with unrelated information or programs.
- Multiple hosts resolving at an ip or domain name that we provide
- Sites with Banners, graphics or cgi's running from their domain used on other domains.
- Sites with archives or galleries (.gif, .jpg, .exe, .zip, tar ect ...)
- Sites offering download files. (This is any site where 20% or more of their monthly traffic is from file downloads)
- Sites using more than 20% of system resources

Customers that anticipate not being within the limitations, must make arrangements with VR Metro LLC so that we may better balance the loads on our machines. Failure to do so may cause your site to be shut down until new arrangements can be made.

Customers are not allowed to install their own chat rooms on the VR Metro LLC server. These tend to be large system hogs and we do not allow it as an account option. However, there are other chat programs that will run on off site servers that can be added to a clients site, with VR Metro LLC approval. They will fill your needs and run without hindering the performance of VR Metro LLC server.

Customers are not allowed to install background processes, daemons, cron jobs, bots, etc... without the prior approval of VR Metro LLC network administrators. Any such processes found will be killed without notice. Customers may not copy system files or files belonging to other users, unless specifically permitted. Customers may only download and upload their own files to our servers. Customers may not run any re-mailing or re-posting services.

VIOLATION OF ANY OF THE ABOVE CONDITIONS MAY RESULT IN THE IMMEDIATE TERMINATION OF THE ACCOUNT AND DENIAL OF SERVICES. VR Metro LLC, reserves the right to make changes to this policy from time to time as we deem appropriate.

I fully understand these terms and definitions of the Acceptable Use Policy and will adhere to the same.

Website URL: _____

SIGNED: _____ **DATE:** _____