



BELLA MIA, INC.
401 HOST DRIVE
LAKE GENEVA, WI.

TEL: 262-248-6759 EMAIL: JER@MIA.NET

Hosting Service Description

Bella Mia's Web Hosting service is aimed at those companies and individuals wishing to host their web site(s) at our facilities, on our servers, to connect to the Internet through our backbone connections, for commercial profit or non profit purposes.

Our assistance is limited to setup which does not go beyond providing an FTP directory on our server/s, setup of email POP or auto forward accounts, primary and secondary DNS services for your domain/s, and fast reliable connectivity to the Internet backbone.

Our facilities will be available for during regular business hours, Monday through Saturday, 9AM-9PM unless other arrangements are made. At all times we can be reached via pager, e-Mail or Phone in the event of emergencies.

Bella Mia Inc., under this agreement does not provide troubleshooting or maintenance for your web site with the exception of performing hardware fixes and upgrades to the web server software itself. Maintenance of your web site is completely the responsibility of the company or individual buying this service.

In the event that you require consulting, troubleshooting, maintenance, or other services, Bella Mia Inc. will be pleased to develop a proposal to meet such needs. In general these services can be based on a per-project or per-hour basis. Please ask your us for a quote.

Hosting Terms of Agreement

The person or organization signing this Internet Services Subscription Agreement and Bella Mia, Inc., agree to the following terms and conditions:

1. Fees. Subscriber/Organization agrees to pay all the fees as set forth by agreement with Bella Mia, Inc. for standard or modified Internet programs.

2. Payment/Non-payment

All accounts must be paid in full prior to activation.

Accounts are billed monthly, quarterly, annually, depending on your plan.

Monthly Accounts will be billed in advance for services starting on that day and billed monthly from the start date of service.

Quarterly Accounts will be billed for 3 months in advance and billed quarterly thereafter.

Annual Accounts will be billed one year in advance and yearly thereafter.

All Payments are made by: Cash, Check, or Money Order. Please make checks payable to: Bella Mia, Inc..

All Accounts will be continuously billed and maintained until the subscriber chooses to terminate said account.

Invoices will be transmitted by US Mail.

Payment Due on the Invoice Date

Failure to pay a bill within 10 days of the billing date, or issuing bad checks or money orders, will result in a freeze on the delinquent account until the payment clears.

Frozen accounts will still be active and able to receive e-mail or other files, but will be inaccessible to the account holder for the duration of the freeze.

Any account which remains frozen for more than one month will be terminated.

If your account has been disabled, you must call to be re-enabled and commit to sending payment immediately, at which time the account will be re-enabled for 3 days to allow for mail transit of the check.

If payment is not received within that three days, the account will stay disabled until payment is received, no exceptions.

Payment not received for back fees will be deleted and turned over to a collection agency after a period of 60 days. Subscriber agrees to pay the cost of collection of any unpaid charges due under the terms of Agreement, including reasonable attorney's fees and expenses.

Support is not available for accounts with open balances.

A charge of \$ 10.00 will be assessed for late payments.

Returned check fee \$ 35.00

3. All account holders with Bella Mia, Inc. must be at least 18 years or older. Accounts may be formed in the name of a younger subscriber with the expressed signed, written consent of a parent or guardian, that parent or guardian is then solely responsible for the terms of the subscriber contract in full.

4. Only the Subscriber/Organization signing this Agreement is allowed access to an account established for that subscriber/organization; service will be disconnected to accounts used by persons other than subscriber/organization. Subscriber/Organization agrees to access the Internet system for lawful purposes only and to comply with rules and regulations established by other networks via the system supplied by Bella Mia, Inc.

5. Transmission of material in violation of any state or federal regulation is prohibited, including copyrighted material, material legally determined to be threatening or obscene, or material protected by trade secret (yes this includes Warez or pirated software. Bella Mia, Inc. reserves the right to withhold and/or remove World Wide Web pages or any and all other materials on our systems sponsored by the Subscriber/Organization if they contain any of the aforementioned items.

6. Usage by Subscriber/Organization which could possibly result in damage to the hardware, software, or security of Bella Mia, Inc., its network, subscribers or the Internet system shall result in immediate cancellation of Agreement without refund. Expressly prohibited activities include, but are not limited to: (1) downloading software on the Internet system via services supplied by Bella Mia, Inc., which interferes with operation of the Internet system and or Bella Mia's network system. (2) Manipulation of Internet system which allows operation of programs accessed via the Internet while not actively online. (3) The use of Bella Mia's servers, its client's servers, or any other network devices and/or network servers associated with Bella Mia, Inc., to be used to relay mail, or used in any illegal manner whatsoever which includes such items as SPAM, UCE (Unsolicited Commercial Email.)

7. Bella Mia, Inc. reserves the right to modify the terms and conditions contained in Agreement upon 30 days notice to Subscriber /Organization, transmitted via e-mail.

8. Bella Mia, Inc. reserves the right to cancel Agreement at anytime without penalty.

9. Bella Mia, Inc. makes no warranties of any kind, either expressed or implied, for the services it provides. Bella Mia, Inc. specifically denies any responsibility whatsoever for the accuracy or quality of information obtained through its services, and use of information is at risk of Subscriber/Organization. Subscriber/Organization agrees to indemnify and hold Bella Mia, Inc. not responsible for any use by Subscriber/Organization and/or its employees which constitutes an illegal activity. Bella Mia, Inc. is further not responsible for the contents of its users homepages and or illegal, obscene or harmful material. Under no circumstances is Bella Mia, Inc. responsible for the status, altered or current, of any data stored or transmitted in any of its facilities. Subscriber/Organization agrees to indemnify and hold not responsible Bella Mia, Inc. from any claims resulting from use of service which causes damage or loss to the Subscriber/Organization, or any other party, including, but not limited to loss of data resulting from delays, nondelivery of information, or service interruptions. In addition, the subscriber understands that the use of Bella Mia, Inc. facilities includes the possible risk of a damaging event such as weather, electrical surge, theft, line failure, viruses that you get, or other acts of God that could affect data or access availability. Bella Mia, Inc. is not liable for any losses caused by such events or occurrences.

10. Bella Mia, Inc. shall issue a password to Subscriber/Organization to preserve confidentiality. Subscriber/Organization is responsible for protection of the password and agrees to indemnify and hold Bella Mia, Inc. not

responsible for any damages resulting from an account password compromised by a Subscriber/Organization. Bella Mia, Inc. agrees not to cause a breach of the confidentiality of information passing through its services, except by court order, but reserves the right to view confidential information only when necessary to troubleshoot and correct any network/hardware problems associated with the Subscriber/Organization's device/s.

11. This Agreement is governed under the laws of the State of Wisconsin. If any provision of Agreement is held to be invalid, illegal, void, or for any other reason unenforceable, that provision shall be severed without affecting the remaining provisions, and the remaining provisions shall remain in full force and effect.

This Agreement supersedes any and all previous representations, understandings or agreements.

Finally in agreeing with this contract you also agree and comply with our TOS (Terms of Service Agreement) and AUP (Acceptable Use Policy) located at:

<http://hostdrive.com/about/policies/tos/contract.html>

and

<http://hostdrive.com/about/policies/tos/contract.html>

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT.

Company Name: _____

Contact: _____

Phone Number: _____

Fax Number: _____

eMail: _____

Address: _____

City: _____

Zip Code or Country Code: _____

State: _____

Country: _____

Client Signature: _____ Date: _____

Bella Mia, Inc. _____ Date: _____

(signed by an officer or authorized agent of said client)