



Web Hosting-Email Policies Agreement

Agreement is made between Ekovista.com, Inc of Plantation, Florida and Customer for Web Hosting and Email services.

Ekovista.com agrees to provide web hosting, email services and web packages as stated on our website and as proposed to customer.

Charges: Charges for our services and this agreement is as stated on our website and or as per our monthly invoice to be paid in advance for website hosting and email services.

Payment Policies: All accounts are set up on a prepay basis. Setup fees are charged for all new accounts and major account changes and are non-refundable under any circumstances unless otherwise stated. All payments by check must be mailed to our p.o. box 17018, plantation, florida 33318-7018 as stated on our web site. All pricing is guaranteed for the term of pre-payment. Ekovista.com reserves the right to change prices at any time. Any cancellations or modifications for the services that are included in a Special invalidates the Special price. Payment is due each anniversary month or period following the date the account was established. Credit card orders will be charged automatically to the card number on file. If for any reason the card does not clear with the bank on three attempts, the account is subject to suspension. Any account not brought current within a week of e-mail notice or exceeding this time frame in any way is subject to suspension. Bills or invoices will be sent by email, fax and or regular mail. Invoices for those customers who pay by check will be sent via regular mail, e-mail or fax 10 -15 days before payment is due. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Ekovista.com in writing for a request for termination of services. Checks returned unpaid (NSF) will be assessed a \$30 charge. All payment is in U.S. currency. Ekovista.com does not issue refunds for "down time" caused by the customer's failure to pay fees.

CANCELLATION: Ekovista.com reserves the right to cancel service at any time. If Ekovista.com institutes its right of cancellation, all fees paid in advance of cancellation will be pro-rated, **EXCLUDING SETUP FEES:** If cancellation is caused by customers violation of Ekovista.com policies, then no refund is due whatsoever. Customers who cancel service before the expiration of the contract will be responsible for all amounts due under the contract or unless otherwise agreed upon. Due to security concerns, all account cancellations must be done in writing via US mail or fax with a valid signature of the primary contact of the account, account name, reason for cancellation, and last 4 digits of credit card on file. If payment was made by check or bank transfer, include the zip/postal code of the primary contact. Payment will be made by company check within 30 days of receipt of cancellation or credit card return. The account will be cancelled at the end of the current billing period, unless a date of cancellation is specified.

Activation of Agreement: Activation of the agreement will commence only when payment is received.

Term and Effectiveness of Agreement: The duration of this agreement shall be for the period as stated above. There are no obligations for renewal of this Agreement beyond the duration unless specified in writing and signed by both parties. This agreement shall be governed by the laws of the State of Florida. This Agreement contains the entire agreement between Ekovista.com and Customer with respect to the subject matter hereof, and there are no other understandings or agreements respecting this Agreement or the services provided hereunder. The headings provided in this agreement are for the purpose of reference only, and shall not limit or otherwise affect the meaning hereof. When the context so requires, terms used in this Agreement in the singular shall include the plural, and vice versa.

No action, regardless of form, arising out of this Agreement, may be brought by either party more than two years after the cause of action has arisen, or in the case of non-payment, more than two years after the date of non-payment.

Customer acknowledges that he has read all of the provisions of this agreement. This agreement constitutes the complete and exclusive statement of the terms and conditions agreed upon. There are no representations, warranties, or stipulations, written, or oral, not herein contained. No modification of this Agreement may be made except in writing and executed by both parties.

Customer: