Internet Servers - Terms and Conditions

(general terms for Internet Servers)

1. Service.
The named Customer is engaging Cocoa Village Publishing, hereafter referred to as the Company, as an independent contractor for the specific purpose of providing a website presence, hereinafter referred to as "virtual hosting service." The exhibit with description of virtual hosting service is part of these terms and conditions.

2. Acceptable Use.
An acceptable use policy is part of these terms and conditions of hosting any information associated with the domain name. The sending of abusive electronic mail and practices is not acceptable nor under most governments. The exhibit with the description of the acceptable use policy is posted on our website and the exhibit is part of these terms and conditions.

3. Mail Abuse Protection. The Company reserves the right to use mail abuse protection systems to protect our customers.

4. Compliance with Laws. Customer agrees to abide by, and comply with, all Federal, State and local laws. The Company is not responsible for the content of the Customer's information, and reserves the right to terminate this contract if the Customer's actions or information content is questioned by Federal, State or local laws.

5. Electronic Commerce Laws.
The Customer agrees that the Customer is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend the Company and its subcontractors from any claim, suit, penalty, tax or tariff arising from the Customer's exercise of Internet electronic commerce.

6. Contract term and renewal. The term of the contract created by this proposal is by the payment period for the subscription services. Prices are subject to change upon renewal

7. Payments.
The customer shall be responsible for returning payments in timely manner. The company shall not be responsible to remind customer to make payment. As repeated in the termination exhibit, the Company reserves the right to terminate any account that is more than three weeks past due when that customer has not contacted us to make payment arrangements.

8. Termination:
After the non subscription service fees (like authoring documents, setup, or other labor specific to customer) are paid, the contract may be terminated for convenience by either party, upon written notice. The contract may be terminated by either party, upon written notice. After termination date any service fees paid in advance by the Customer will be prorated and remitted to the remitted to the Customer in a timely manner. If the services are terminated by Customer prior to payment for partial or completed services performed before receipt of written termination notice, the works created by the services are not considered property of customer until the Company is reasonably reimbursed by Customer. The exhibit with the description of the termination policy is posted on our website and the exhibit is part of these terms and conditions.

9. Legal Notice (no warranties).

The Company does not warrant that the functions contained in the virtual hosting service will be uninterrupted or error-free. The entire risk as to the quality and performance of the virtual hosting service is with the Customer. In no event will the Company be liable to the Customer or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web design project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or site visitor's computer or Internet software, even if the Company has been advised of the possibility of such damages.

10. Severability.
If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

11. This Agreement.
This agreement constitutes the sole agreement between the Company and the Customer regarding this virtual hosting service. Any additional work not specified in this contract must be authorized by a written request. All prices specified in this contract will be honored for 3 months from date offered. Acknowledgement of agreement after that time will require a review of current pricing and new agreement. This agreement supersedes any prior written or oral agreements between the parties.

12. Amendment.
This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. Waiver of Contractual Right.
The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

14. Governing Law.
This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Sate if Florida and the Federal Laws of the United States of America applicable therein without reference to rules governing choice of laws. Any action relating to this agreement must be brought in Brevard County Florida and you irrevocably consent to the jurisdiction of such courts.

15. Notices.
Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender, in the case of notice to us to cvpub@cocoavillagepublishing.com [1] or authorized representative, in the case of notice to you, at the e-mail address provided by you in this agreement, in your WHOIS record for the website domain name or as updated from time to time. Mail shall be sent to Cocoa Village Publishing, P.O. Box 951, Cocoa, Florida 32923 and to you at the mailing address provided in this agreement or as updated in writing. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. Eastern Standard Time and otherwise on the next business day. Any communication sent via regular mail shall be deemed to have been validly and effectively given 5 business days after the date of mailing.

16. Acknowledgement.
By signing this agreement or placing and continuing to maintain or place information on the Company's servers you are stating and acknowledging the terms and conditions and that you understand such

terms and conditions and agree to be bound by them.

Virtual Hosting Service:

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Company:
Cocoa Village Publishing
P.O. Box 951
Cocoa FL 32923

Authorized Representative and date:

_____

Customer:

Authorized Representative and date:

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Source URL: https://cocoavillagepublishing.com/services/internet_servers/terms/index.html

Links
[1] mailto:cvpub@cocoavillagepublishing.com