



2805 Canton Street
Dallas, TX 75226

E-mail: info@virtbiz.com

Phone: 972-485-4125

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Service Agreement & Contract

We shall provide Internet services to: (Hereafter referred to as "the Client" or "User").

Please PRINT or TYPE Clearly.

Client: _____ Social Security
or TAX ID #: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone: _____ FAX: _____ E-mail _____

Domain Names:

I have already registered these domains: _____

Please register these new domains for me: _____

1. **NONDISCLOSURE** - Any information transferred between VIRTBIZ and the Client shall not be disclosed outside the parties of this Agreement without the express consent of both parties.

2. **LIABILITIES** - In no event shall VIRTBIZ be liable for incidental, consequential, special or indirect damages, including, without limitation, lost business profits. Additionally, VIRTBIZ shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control. SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO VIRTBIZ OR ANY INFORMATION OR SOFTWARE THEREIN. THIS EXPRESSLY INCLUDES ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY VIRTBIZ OR ITS PROVIDERS.

3. **INVOICING** - For the purpose of Site Updates, an invoice shall be submitted to the Client accompanied by a brief description of work done. All provisions of this Service Agreement ("Agreement") apply to the User's Principal Account and Associate Accounts billed to the Principal Account.

4. **PAYMENT** - Payment terms are due upon receipt, unless otherwise specified. Payment is considered past due after 15 days. A \$15 late fee plus a monthly interest charge of 1.5% will be applied to all past due invoices. If the Client's account goes unpaid and requires litigation, the Client will be required to pay all court costs and attorneys fees incurred by VIRTBIZ. A \$35 fee will be charged on all returned checks. TX residents will be assessed 8.25% regulatory fee for the purpose of assessing tax and associated costs.

5. **OTHER TERMS** - The benefits of or rights conferred by this Agreement are non-transferable. User agrees to use the service in a manner consistent with any and all applicable state and federal laws. User agrees to follow the Acceptable Use Policy of any network User connects to. If User is less than 18 years of age, this Agreement must be signed by a parent or legal guardian, who is responsible for all charges related to use of User's account(s). User is responsible for all of User's account(s) and confidentiality of password(s). We will suspend access or change access to User's account(s) immediately upon notification by User that his/her password has been lost, stolen or otherwise compromised. User is responsible for all local or long-distance telephone charges for connecting to VIRTBIZ. Prepayment for periods of 6 months and 1 year shall be fixed at the published rate current at the time the agreement is made. Month-to-Month users may be prorated to the end of current month and billed thru the next full month. Monthly users shall be initially charged at the current published rate at the time of the prepayment, thereafter monthly users shall be charged at the rate published for at least 20 days prior to payment becoming due. 6 month and 1 year users shall be automatically renewed at the end of their pre-paid term to the same term length of their previous subscription at the current rate published online. All cancellations and changes must be provided in writing via facsimile or postal mail. All cancellations are subject to 30 day notice. Any changes received will take effect at VIRTBIZ's earliest availability and any additional billing for changes will be due immediately upon completion and/or inception. VIRTBIZ reserves the right to suspend access to service for User's account(s) upon an indication of problems including delinquent payments or rejection of any credit card charges or returned checks. Neither VIRTBIZ nor its information providers are responsible for any damages arising from User's inability to use any services. VIRTBIZ reserves the right to change, without notice, the VIRTBIZ service, including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, and services offered. VIRTBIZ is not responsible for User's personal files residing on VIRTBIZ. User is responsible for independent backup of their data stored on VIRTBIZ. VIRTBIZ reserves the right to delete User's personal files after one or both parties terminate this agreement. VIRTBIZ reserves the right in its sole discretion to delete any information entered into VIRTBIZ by User. VIRTBIZ and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information. USER HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON VIRTBIZ THROUGH USER'S ACCOUNT(S) DOES NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING OBSCENE OR LIBELOUS. VIRTBIZ, at its sole business judgment, may terminate this Agreement immediately or suspend User's access to the service upon any breach of this Agreement by User, including, but not limited to, refusal or failure to pay for services provided. The parties expressly agree that this Agreement is wholly performable in Garland, Dallas County, Texas and that in the event of any legal action between the parties based upon or involving this Agreement, laws of the state of Texas shall govern the validity of the agreement, the construction of its terms, the interpretation and enforcement of the rights and duties of the parties hereto. The parties further agree that any suit to enforce any provision of this Agreement shall be brought only in the appropriate court having jurisdiction of the matter in Dallas County, Texas. VIRTBIZ may modify these terms and conditions upon notice published online via VIRTBIZ. User's use of VIRTBIZ's services after such notice shall constitute User's acceptance of the modification to this Agreement. In addition to the terms of service herein, all Users are subject to the terms of service published at www.virtbiz.com. Dial-up Users are further subject to the terms of service at www.virtbiz.net. Non-enforcement of any section of this Agreement does not constitute consent and VIRTBIZ reserves the right to enforce this Agreement. If any portion of this Agreement is found to be unenforceable or invalid, User's and VIRTBIZ's agreement on all other portions shall remain valid.

"INTEXNET.NET" and "WEBHOSTING FOR THE WORLD" are registered trademarks (78/063,193).

Client Initials: _____ Date: _____

Questions about this form? Call us toll-free at (866) 4-VIRTBIZ and we will walk you through it!



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Account Information

Authorized Accounts Payable Contact on this account:

This person should be able to assist us with billing related questions.

If you are paying by credit card, please make sure this is the exact name on the card and the exact billing address the card goes to.

Name _____

Street _____

City _____ State _____ Zip _____ E-mail _____

Phone _____ Fax _____

Payment Option (check one):
 Check or Money Order Discover Card
 Visa Card MasterCard

Card Number: _____ Exp: _____ CCV Code*: _____

**On V, MC, & D: Last 3 digits from the # on the back, in the signature area.*

Authorized Technical Contact on this account:

This person should be able to assist us with questions relating to your website.

Name _____

Street _____

City _____ State _____ Zip _____ E-mail _____

Phone _____ Fax _____

Special Instructions / Notes:

In addition to the items on this page, both parties agree to the terms and conditions set forth on the Service Agreement and Contract page and the attached Order Form or Proposal.

This Agreement shall be deemed to have been accepted in Dallas, Texas, and the construction, interpretation, performance, rights and remedies hereunder, shall be governed by the laws of the State of Texas.

_____/_____/_____
Client Date Sales Representative Date

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