

Possibility Promotion LLC Hosting Web Site Hosting License Agreement

This Web Site Hosting Agreement ('Agreement') is by and between Possibility Promotion LLC Hosting. ('Possibility.'), a Colorado Company, and you, your heirs, assigns, agents and contractors ('You') and is effective upon electronic execution. This Agreement sets forth the terms and conditions of Your use of Possibility Promotion LLC Hosting ('Web Hosting') services and represents the entire agreement between You and Possibility . By using Possibility's Web Hosting services, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies which Possibility Promotion LLC may establish from time to time. You may view the latest version of this Agreement at any time at http://www.PossibilityPromotion.com/hosting_agreement.html.

1. FEES

As consideration for the services purchased by You and provided to You by Possibility, You agree to pay Possibility Promotion LLC a monthly fee. Your monthly billing date will be the first of the month. We accept payments in cash, money order or personal checks made payable to Possibility. We also accept credit card payments via PayPal and Google Checkout. (make PayPal payments to webmaster@possibilitypromotion.com) You may be billed on a Monthly, Quarterly, Semi-annual or Annual basis.

All Fees are due and payable 14 days after the billing date.

2. Non payment of Fees:

If any charges are owing to us and are not fully paid we may restrict the right to suspend the use of our servers. You remain liable for the charges. You will have to pay any reasonable expenses (including solicitor and own client costs) we incur in collecting any money you owe us or in exercising any of our other legal rights .

- 1) 7 days past due – Upload Access disabled.
- 2) 14 days past due - E-mail services disabled.
- 3) 28 days past due - Hosting service completely disabled.

3. TERMINATION OF SERVICES

You agree that You will be responsible for notifying Possibility Promotion LLC should you desire to terminate Your use of Possibility's Web Hosting services. Notification of Your intent to terminate must be provided to Possibility Promotion LLC no earlier than 10 days prior to Your billing date but no later than three days prior to Your billing date. In the absence of notification from You, Possibility Promotion LLC will automatically continue Web Hosting services indefinitely and will invoice you at Possibility's then current rates. In the event You terminate, moving your web site off of the Possibility Promotion LLC hosting servers is Your responsibility. Possibility Promotion LLC will not transfer or FTP Your web site to another provider.

4. TERM OF AGREEMENT; MODIFICATIONS

The term of this agreement shall continue in full force and effect as long as Possibility Promotion LLC is providing Web Hosting services to You.

You agree that Possibility Promotion LLC may modify this Agreement from time to time. Possibility Promotion LLC may also discontinue services it provides under this Agreement. You agree to be bound by any changes Possibility Promotion LLC may reasonably make to this Agreement when such changes become effective.

5. DESCRIPTION OF SERVICE

Possibility Promotion LLC currently provides Web Hosting services to its customers for a monthly fee. Possibility Promotion LLC will host Your web site on Possibility's Web Hosting servers, provided, however, You abide by the terms and conditions set forth herein and in each of Possibility's policies and procedures.

You are responsible for ensuring that Your web site conforms to all local, state, federal, and international laws. Further, You are responsible for ensuring the legal copyright to any images, text, or other web site elements that are not provided by Possibility.

Charges for Space and Server Traffic: Above and Beyond that which are allocated in Client's Hosting Plan You agree that there will be a charge per mega byte of extra data transfer and will remit payment for extra server traffic pursuant to the website hosting package that you have selected. Charges for excess server traffic are also listed in Possibility's pricing plans you agree that it will be charged and will remit payment for extra bandwidth, server storage space and extra e-mail accounts pursuant to the web site hosting package that you have selected. Said charges will appear on the following invoice.

Our commitment to you: Due to the nature of the World Wide Web we cannot guarantee our services will be fault free but we provide technical support and will make every reasonable effort in assisting you in resolving server-related difficulties.

Content

(a) We will exercise no control whatsoever over the content of the information passing through the network or on the Client's web sites.

(b) We make no warranties or guarantees of any kind, whether expressed or implied for the service provided and also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions or gaps by any cause or errors or omissions of the Client.

(c) Possibility Promotion LLC is not responsible for any loss, erasure, or corruption of Client's data or files whatsoever.

(d) Use of any information obtained by way of Possibility Promotion LLC is at the Client's own risk, and we specifically deny any responsibility for the accuracy or quality of information obtained through our services.

6. Possibility's RIGHTS

Possibility Promotion LLC explicitly reserves the right and sole discretion to: a. Censor any web site hosted on its Web Hosting servers that, in Possibility's sole discretion, is deemed inappropriate; b. Review every Web Hosting account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels; c. Modify its pricing through email notification; d. Terminate Your Web Hosting service for unsolicited, commercial e-mailing (i.e., SPAM); illegal access to other computers or networks (i.e., hacking); distribution of Internet viruses or similar destructive activities; non-payment of Web Hosting fees; and other activities whether lawful or unlawful that Possibility Promotion LLC determines to be harmful to its other customers, operations, or reputation; e. Terminate Your Web Hosting service if the contents of Your web site result in, or are the subject of, legal action or threatened legal action, against Possibility Promotion LLC or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit.

You agree to indemnify and hold harmless Possibility Promotion LLC for any complications arising out of Your use of Possibility's Web Hosting services, including actions Possibility

Promotion LLC chooses to take to remedy Your improper or illegal use of a web site hosted by Possibility. You agree You will not be entitled to a refund of any fees paid to Possibility Promotion LLC if, for any reason, Possibility Promotion LLC takes corrective action with respect to Your improper or illegal use of its Web Hosting services.

7. DISPUTE RESOLUTION POLICY

You agree that if a dispute arises as a result of one or more web sites Possibility Promotion LLC is hosting for You, You will indemnify, defend and hold Possibility Promotion LLC harmless for damages arising out of such dispute. You also agree that if Possibility Promotion LLC is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a web site hosted by Possibility, that Possibility, in its sole discretion, may take whatever action Possibility Promotion LLC deems necessary regarding further modification, assignment of and/or control of the web site to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

Client agrees that ANY claim, action, controversy, protest, or dispute (whether for damages or otherwise) against Possibility Promotion LLC or arising from this agreement, including but not limited to: any claim of breach of this agreement, the relationship of Client and Possibility, the contact person for Client, shall be settled by arbitration before the American Arbitration Association. Arbitration shall be the sole and exclusive remedy in such cases, and the decision and award shall be final and binding on both parties. The expenses of the arbitration are to be borne by the Client. The award is to be rendered in such form that a judgment may be entered thereon. Possibility Promotion LLC reserves the right to pursue the Client for ANY claim, action, controversy, protest, or dispute (whether for damages or otherwise) or arising from this agreement, including but not limited to: any claim of breach of this agreement in any court or other venue it deems suitable.

10. LIMITATION OF LIABILITY

You agree that Possibility's entire liability to You under this Agreement, and Your only remedy, in connection with any service provided by Possibility Promotion LLC to You under this Agreement, and for any breach of this Agreement by Possibility, shall be limited to the fees You paid to Possibility Promotion LLC for Web Hosting services.

11. INDEMNITY

You agree to release, defend, indemnify and hold harmless Possibility Promotion LLC, and its contractors, agents, employees, offices, directors, shareholders and affiliates and Machighway.com from and against any losses, damages or costs, including reasonable attorney's fees, resulting from any claim, action, proceeding, suit or demand arising out of or related in any way to Your account with Possibility Promotion LLC and/or Your use of the Web Hosting services provided by Possibility.

13. DISCLAIMER OF WARRANTIES.

Possibility Promotion LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

14. SEVERABILITY

You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

15. VENUE; WAIVER OF TRIAL BY JURY

THIS AGREEMENT SHALL BE DEEMED ENTERED INTO IN THE STATE OF COLORADO. THE LAWS AND JUDICIAL DECISIONS OF Denver COUNTY, COLORADO, SHALL BE USED TO DETERMINE THE VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT. YOU AGREE THAT ANY ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, SHALL BE BROUGHT IN THE COURTS OF Denver COUNTY, COLORADO.

YOU AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING THAT TAKES PLACE RELATING TO OR ARISING OUT OF THIS AGREEMENT.

16. NOTICES

You agree that all notices (except for notices concerning breach of this Agreement) from Possibility Promotion LLC to You may be posted on our web site. Notices concerning breach will be sent either to the email or postal address you have on file with Possibility. In either case, delivery shall be deemed to have been made five (5) days after the date sent.

Notices from You to Possibility Promotion LLC shall be made either by email, sent to the address we provide on our web site, or first class mail to our address at:

Possibility
Attn: General Counsel
PO Box 9344
Denver CO 80209

I have read and accept this hosting agreement.

Singed

(Date)
Name: _____

Domain Name:
Contact / Administrative & Billing Information:

Name _____
Address _____
City _____
State _____ Zip _____

Phone _____
Email Address _____

To Execute this Agreement via POSTAL MAIL:

You must Download and Print Contract as a [document here](#) and SIGN IT / Fill in Your Contact information and MAIL IT TO:

Possibility
PO box 9344,
Denver, CO 80209

Mailing of the contract will delay the migration of your web site domain to the new server and we cannot guarantee there won't be an interruption of service.

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