



GKG.NET, INC.  
2700 Earl Rudder Frwy. S.  
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College Station, TX 77845

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**Date: 8/14/00**

**Revision: V1.0**

## HOSTING PARTNER PLUS PROGRAM - TERMS AND CONDITIONS

This Agreement contains all of the terms and conditions between GKG.NET, INC. ("GKG"), and the individual or organization (the "Partner") participating in the GKG.NET, INC. Hosting Partner Plus Program (the "Program").

In this Agreement, "we" and "us" means GKG.NET, INC, and "you" means the Partner participating in the Hosting Partner Program. "GKG.NET, INC Web Site" or "Our Site" means the web site located at <http://www.gkg.net>.

### 1. Enrollment in the Hosting Partner Plus Program

To begin the enrollment process, you must submit a properly completed Program application via Our Site. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner.

### 2. Payment Option

- a) GKG.NET, INC. will bill your customers monthly by credit card kept on file. The difference between your price discount and your customer's price will be mailed to you. If you use this option, you must charge your customers GKG.NET, INC.'s Regular Monthly Fee.
- b) GKG.NET, INC. will charge you monthly by credit card kept on file. You will be charged the Regular Monthly Fee minus your price discount. You may charge your customers any price that you wish.
- c) GKG.NET, INC. will bill you quarterly. You will be charged the Regular Monthly Fee minus your price discount. You may charge your customers any price that you wish.

### 3. Fees

#### *Cumulative Active Web Hosting Account Price Discount*

- |                          |   |
|--------------------------|---|
| 1) 5-19 Active Accounts  | 30% Price Discount (includes setup fee) |
| 2) 20-49 Active Accounts | 35% Price Discount (includes setup fee) |
| 3) 50+ Active Accounts   | 40% Price Discount (includes setup fee) |

Note: These levels of discount are based only on shared hosting and do not include special hosting packages.

### 4. Policies and Pricing

Customers who buy GKG.NET, INC. Registration Services through the Program will be deemed to be customers of GKG.NET, INC. Accordingly, all of our rules, policies, and operating procedures concerning customer applications, customer service, and sales of our services will apply to those customers. We may change our policies and operating procedures at any time. If GKG decides to change any of the price breaks offered to the Partner, the Partner will have 30 days to accept or reject the changes. By continuing to use

the services, the Partner agrees to the changes offered by GKG. If the partner rejects the changes, the Partner agrees to reject the offer in writing with 30 days notice.

## **5. Modification**

We may modify any of the terms and conditions contained in this Agreement at any time and at our sole discretion. It is the responsibility of the Partner to monitor all pertinent agreements for changes. Modifications may include, but are not limited to, changes in the scope of available referral fees, referral fee schedules, payment procedures and Program rules. If any modification is unacceptable to you, your only recourse is to terminate this Agreement as provided in Article 22. Should you so terminate the changes we have announced shall nevertheless become effective unless we agree, in writing, to the contrary. Your continued participation in the Program following the posting of a new Agreement on Our Site will constitute binding acceptance of the change.

GKG agrees to make a reasonable effort to communicate any material changes to the Partner.

## **6. Relationship of Parties**

You and GKG.NET, INC are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or otherwise, that reasonably would contradict anything in this Article.

No relationship between you and GKG.NET, INC. constitutes ICANN accreditation, affiliation, or approval for your company. Partners must NOT represent that they are in any way approved, accredited, or affiliated with ICANN at any time.

## **7. Acceptable Use**

You must agree to be bound specifically by GKG's Web Hosting Acceptable Use Policy. This policy states that because of responsible bandwidth management, GKG and all resellers are prohibited from hosting adult entertainment sites. This policy is in place because of no content censorship but because of the elevated levels of bandwidth that this genre of web site requires.

## **8. Limitation of Liability**

We will not be liable for indirect, special, incidental, exemplary, punitive or consequential damages, or for any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

## **9. Indemnification**

You hereby agree to indemnify and hold harmless GKG.NET, INC, its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses (including reasonable attorneys' fees), and costs (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, (iii) the development, operation, maintenance and content of Your Site and products and services offered from Your Site, or (iv) any claim related to Your Site, including, without limitation, content therein not attributable to us.

**10. Notification**

All notices to us in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery service or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

GKG.NET, INC  
2700 Earl Rudder Freeway S., Suite 1300  
College Station, Texas 77845

Attention: Hosting Partner Program Manager

With Copy to: General Counsel

**11. Terms**

Both parties can terminate this agreement with a 30 days notice. Either party can terminate the agreement immediately for material breach of this contract by the other party. GKG.NET, INC. will continue providing all GKG.NET, INC. Services to all customers referred by the Partner upon the termination of this agreement.

**12. Compliance with this Agreement**

GKG.NET, INC. reserves the express right under our sole discretion to monitor Your Site at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

**13. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.

**14. Venue**

This Agreement shall be construed in accordance with the laws of the State of Texas.

We agree to abide by the terms of this agreement. Signed this \_\_\_ Day of \_\_\_\_, 20\_\_.

Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Signature:** \_\_\_\_\_

