

Haiku Web Services, Inc.
HOSTING AGREEMENT as of January 31, 2007

Dear Valued Customer:

You must understand and agree to the following facts, terms and conditions:

The software used to build and manage your Web site is a product of Haiku Web Services, Inc. (Hereafter "Haiku Web Services").

Haiku Web Services does not sell any software to you. Haiku Web Services, Inc. leases its system to you to be used in the act of creating and publishing your Web site on the Internet.

Haiku Web Services allows you to upload your information and images to your Web site, using our system. However, you must first agree to follow all legal rules regarding content. These rules include the following:

You may not upload anything that:

- (a) May be considered deceptive
- (b) May be defamatory or libelous, lewd, or obscene.
- (c) May be racist, threatening, harassing, libelous, or a violation of intellectual property laws
- (d) Promotes stolen, pirated or unlicensed copyrighted material
- (e) Violates any laws regarding unfair competition, anti-discrimination or false advertising;
- (f) Contains viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful programming routines.
- (g) Infringes on any third party copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy;
- (h) Violates any applicable law, statute, ordinance or regulation;

You may not send the following types of emails:

- (a) Spam emails, opt-in emails, soliciting emails, pseudo emails, impersonating emails, or other unwanted emails using our software to email addresses (persons) that have not joined your email list willfully or have not purchased your products or services online.

All materials deemed to be in violation of any of these rules are subject to removal at the discretion of Haiku Web Services.

To clarify further: Haiku Web Services systems are all Client/Server systems, which means that all software code remains on Haiku Web Services servers at all times. You are leasing our system for use in selling your products or services.

Haiku Web Services will provide a secure, password-protected manager console from which you, the client may update, add to and remove items as well as retrieve orders

placed. You must keep your password private at all times. If your password is compromised and you cannot change it using the manager console, you agree to contact Haiku Web Services immediately to change your password.

Haiku Web Services will not be held responsible for neither down time nor damages resulting from downtime. All applicable setup & installation fees are non-refundable.

Haiku Web Services does not allow for the resale of the Haiku Web Services system by customer, nor does Haiku Web Services sell the source code of the system.

You authorize Haiku Web Services, Inc. to charge either your credit card or do an ACH billing which automatically deducts from your checking account. You can pay in full, semi-annually or set up for automatic debit every 3 months for the 12-month duration of the contract.

This hosting agreement renews every three months unless cancelled in writing by you. There are no refunds for hosting cancelled at any time during the year contract. You may choose to not renew any yearly hosting by sending written notice to:

Haiku Web Services, Inc.
810 Haiku Road #113-1401
Haiku, HI 96708
www.haikuwebservices.com
info@haikuwebservices.com
808 344-7388

Please sign and return hosting agreement to us at the following address. It is required to activate your site.

Haiku Web Services, Inc.
810 Haiku Road #113-1401
Haiku, HI 96708

Thank you for becoming a Haiku Web Services customer.

Your company name

You domain name

Print Your Name

Your Signature and Date