

BCS Website Services Hosting Agreement

This agreement between the Client and BCS Website Services will become effective when both parties have indicated their acceptance of the terms and conditions contained herein by signing below.

The Client wishes to host their website(s) with BCS Website Services, under the **Premium Website Support And Hosting** service plan (the Service) detailed at <https://www.bcswebsiteservices.com/Website-Hosting/>. The Service includes:

- Daily Site Check™- a BCS technician actually visits your website daily to verify that your site is up and running.
- Support- hosting includes up to 1/2 hour of monthly support, managed by a dedicated Client Care Dispatcher.
- Backups- our systems are backed up daily both locally and to a remote location.
- Upgrades- when you host with BCS we include all routine upgrades to your website's CMS and plugins at no additional cost. *
- Speed- we limit sites per server and optimize server processes so that your website loads faster than it will at bargain hosts.
- Free SSL certificate- we install a standard SSL certificate and configure your website to use secure HTTPS.
- Automated Monitoring- we utilize several redundant monitoring systems to monitor website uptime 24 hours a day.
- Free monitoring in Google Search Console (formerly Google Webmaster Tools).

* may not include licensing fees that must be paid by client.

Terms and Conditions

1. BCS Website Services' leased website hosting servers are maintained in a dedicated data center with normal and customary security and disaster mitigation procedures in place. BCS Website Services cannot guarantee that service will be unaffected by natural disasters, acts of God, war, or other events beyond their control.
2. BCS Website Services will make every effort to prevent unauthorized access to their website hosting servers by malicious or unauthorized persons, but cannot guarantee that any website hosted by BCS Website Services is immune to hacking or other malicious events like denial of service (DOS) attacks.
3. BCS Website Services will make every effort to help the Client move their website to our website hosting server. BCS Website Services does not make any guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult or impossible to migrate some or all account data. In some cases we may not be able to assist you in a transfer of data from an old host.
4. **HIPAA Disclaimer**
BCS Website Services' Services are not "HIPAA compliant". The Client is solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data.
5. The Client agrees that at no time will they place any content on their website or the BCS Website Services' website hosting servers that is pornographic, illegal, contains hate speech, or violates any United States or international copyright laws .
6. The Client may be able to upload, store, publish, display and distribute information, text, photos, videos and other content on or through the Service (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Service. The Client is solely responsible for any and all User Content and any transactions or other activities conducted on or through their websites. By posting or distributing User Content on or through the Service, you represent and warrant to BCS Website Services that (i) you have all the

necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

7. Solely for purposes of providing the Service, you hereby grant to BCS Website Services a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and websites. Except for the rights expressly granted herein, BCS Website Services does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.
8. BCS Website Services exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through BCS Website Services' computers, network hubs and points of presence or the Internet. BCS Website Services does not monitor User Content. However, you acknowledge and agree that BCS Website Services may, but is not obligated to, immediately take any corrective action in BCS Website Services' sole discretion, including without limitation removal of all or a portion of the User Content or website, and suspend or terminate any and all Service without refund if you violate the terms of this Agreement. You hereby agree that BCS Website Services shall have no liability due to any corrective action that BCS Website Services may take.
9. The Client agrees to be fully responsible for all use of their account and for any actions that take place through their account, and to maintain the confidentiality of password and other information related to the security of the account.
10. It is the Client's responsibility to ensure that payment information is up to date, and that all invoices are paid on time. Monthly service is billed in advance on the first of each month, and payment is due on receipt of an invoice.
11. The Client agrees that until and unless you notify BCS Website Services of your desire to cancel the Service, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us if applicable.
12. The Client may terminate or cancel the Service by giving BCS Website Services written or email notice at least 5 business days prior to the end of any month.
13. BCS Website Services reserves the right to change prices or any other charges at any time. We will provide you with at least thirty (30) days notice before charging you with any price change.

14. **LIMITATION OF LIABILITY**

IN NO EVENT WILL BCS WEBSITE SERVICES, ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICE, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICE, EVEN IF BCS WEBSITE SERVICES IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, BCS WEBSITE SERVICES' LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO BCS WEBSITE SERVICES FOR THE SERVICE IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

15. **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless BCS WEBSITE SERVICES, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Service, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

16. BCS Website Services and the Client are independent contractors and nothing contained in this Agreement places BCS Website Services and the Client in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
17. BCS Website Services shall not be responsible for any damages your business may suffer. BCS Website Services makes no warranties of any kind, expressed or implied for the Service. BCS Website Services disclaims any warranty of

merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by BCS Website Services or our employees.

18. Your use of the Service is at your sole risk. BCS Website Services' backup service runs once a day and overwrites any of our previous backups. Only two days of backups are kept at a time.
19. THE SERVICE PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, BCS WEBSITE SERVICES AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICE PROVIDED HEREUNDER. BCS WEBSITE SERVICES AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICE. BCS WEBSITE SERVICES AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM THE CLIENT OR STORED BY USERS ON OR THROUGH THE SERVICE. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.
20. BCS Website Services may disclose User information to law enforcement agencies without further consent or notification to the Client upon lawful request from such agencies. We cooperate fully with law enforcement agencies.
21. This agreement is governed by and interpreted under Virginia law, and any disputes must be litigated in the courts in Chesterfield County, Virginia.

Cost

The current cost for Service is \$59.95 per month, per website. There is a \$75.00 fee for transferring website files and database from another provider.

Agreed To:

Client: _____	BCS WEBSITE SERVICES
By: _____	By: _____
Signed: _____	Signed: _____
Date: _____	Date: _____