



Payment | Hosting | Maintenance Agreement

Account Name (Business/Individual)		Business Contact Name	Date / /
Street Address		Corporate Name (If Different elsewhere)	
City	State	Zip Code	Corporate Address
Office Phone: (808)	Fax #	City	State Zip Code
Website WWW.		Hosting Plan	Monthly Fee(s) \$_____ plus tax
Email @.		Alternative email address @.	

WEBSITE BUILD-OUT PACKAGES

<input type="checkbox"/> Silver \$299 Package	<input type="checkbox"/> Gold \$599 Package	<input type="checkbox"/> Platinum \$999 Package	One Major Module _____	<input type="checkbox"/> Monthly Payments \$_____	<input checked="" type="checkbox"/> Deposit \$_____
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WEBSITE HOSTING PACKAGES

ECONOMY \$24⁹⁹ monthly A basic web hosting for businesses that don't need a great deal of updates. This is a self-help tool for the small business. You will receive 200 Megabytes of server Space, 2 Gigabytes of Data Transfer, 11 POP E-mail Accounts, 20 E-mail Aliases

STANDARD \$49⁹⁹ monthly The standard hosting account for small to medium size businesses. Users have control panel access with real time dynamic functionality. This package includes website monthly monitoring with Google Analytics, 500 Megabytes of server space, up to 3 Gigabytes of Data Transfer, 16 POP E-mail Accounts

BUSINESS \$99⁹⁹ monthly This business standard hosting account is for businesses that need monitoring and minor updates every month. Users have dynamic control panel functionality. This is the lowest level for those using a shopping cart application associated with their site. Includes 1 hour of maintenance monthly that can be accrued up to 3 months if not used. One Gigabyte of serverspace, Seven Gigabytes of Data Transfer, 21 POP E-mail Accounts, Infinite E-mail Aliases

BUSINESS PRO \$299⁹⁹ monthly Business Pro is the hosting service with all of the essential elements that most medium to large businesses will need. A must for websites using shopping carts and the needed HWC video, photo and document uploads. Includes 2 hours of instruction and simple updates monthly that can be accrued up to 3 months if not used. 2.5 Gigabytes of server space, 12 Gigabytes of Data Transfer, 21 POP E-mail Accounts, Infinite E-mail Aliases, 30 Auto responders, 3 Mailing List, 4 Subdomains. Add \$99 for 22 Gigabytes of transfer [8 additional gigabytes]

WEBSITE PROFESSIONAL MAINTENANCE OPTIONS

INTRODUCTORY[2] \$139⁹⁹ monthly includes: Two hours of basic code manipulation article updates, image replacement on multiple pages (embedded images or website architectural changes not included) **regular hourly rate \$99.00 your savings \$60.00 / month**

WORRYFREE[4] \$349⁹⁹ monthly includes: Four hours of all code manipulation, image replacement, design enhancements. Cumulative work through 3 months. Redesigns of home page and subsequent pages. Incorporation of new tools/forms/and marketing assets. **regular hourly rate \$125.00 your savings \$150.00 / month**

WEBMASTER[4] \$799⁹⁹ monthly This package will save your company the need to hire a graphic designer, web designer or programmer for one of the websites that we have built. You are assured quick response times and daily correspondence with our web people. This will allow you to receive ten(10) hours of all code manipulation, image replacement, design enhancements. Cumulative work through 3 months. Redesigns of home page and subsequent pages. Incorporation of new tools/forms/and marketing assets. Database updates, programming enhancements, flash programming and all new innovations in the digital web industry. **regular hourly rate \$125.00 | your savings \$150.00/month**

SEO | SEARCH ENGINE OPTIMIZATION

SEO[search engine optimization] \$599⁹⁹ monthly Optimizing and marketing your website is the next step in the development of your website entity. There are 120M websites today so being seen by the search engines is 50% of the marketing strategy of most website entities. A proper set up of meta tags/files and titles on every page needs to be applied. All pages must have keyword rich content that is not spammed. Back links to your website and Google verification are also very important. Database programming doesn't allow for HTML static meta files and search engines are not capable of finding data or tables within a website. Through special programming and data resource codes, we are able to have search engines all of the items you are selling. [3 month minimum] **regular hourly rate \$95⁰⁰/hour | your savings \$150⁰⁰/month | min. 8 hrs/month**

INTERNET MARKETING

BASIC PACKAGE \$499⁹⁹ monthly search engine registration with Google, Yahoo, MSN and Super Pages , PPC registered with the market and vendor decided upon. Keyword purchases. Network introduction and research into gaining market share and ordering through website. Facebook, Twitter and You Tube accounts setup and managed. **regular hourly rate \$95.00/hour | your savings \$165⁰⁰/month | min. 7 hrs/month**

STANDARD PACKAGE \$999⁹⁹ monthly Services provided by Basic Marketing Package and the following. Design, production and delivery of one promotional email blast and newsletter per month delivery to the clients database of customers. Back links setup and managed, Directory listing and Reciprocal linking with present clients and new potential co-promotional clients. **regular hourly rate \$95.00/hour | your savings \$425⁰⁰/month | min. 12 hrs/month**

EXECUTIVE PACKAGE \$1,999⁹⁹ monthly Services provided by Basic Marketing Package and the following: Multiple email marketing techniques including video email and responders. Video content developed and placed with back links on 30+ websites. Press releases and keyword rich content placed on hundreds of online sources that will lead back to you domain **regular hourly rate \$95.00/hour | your savings \$280⁰⁰/month | min. 24 hrs/month**

CURRENT WEBSITE INFORMATION

DOMAIN:	DNS:	FTP ADDRESS	USER NAME	PASSWORD
_____	_____	ftp._____	_____	_____
Domain Registration Information		REGISTRAR ADDRESS	USER NAME	PASSWORD
Registrar: _____		_____	_____	_____

We hereby submit specifications and estimates for the following; Website Development, Advertising, Promotional and Image creation offers: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	Package	Deposit
		\$
	Paid In Full Save 15%	\$
	Hosting	\$
	Maintenance	\$
	SEO	\$
	Marketing	\$
	Domain Purchase \$19.95 per year	\$
	Subtotal	\$
	State Tax 4.72%	\$
Grand Total	\$	

We propose hereby to furnish equipment, materials & personnel – Complete in accordance with above specifications, for the sum of: _____ (\$_____)

With this acceptance of Honweb services above, the customer agrees to the following, which shall apply during the term of account activity

DEFINITIONS:

Plans- means proposals for offering various services to be provided by Honweb, as listed online at: Honweb.com

Customer- means an end user or entity who is utilizing services provided by Honweb, Corp.

Honweb- refers to Honweb.com and Honweb Corp.

ORDER ACCEPTANCE, PAYMENT

All orders are subject to acceptance by Honweb. An order will be deemed accepted by Honweb when written confirmation of the order is sent to Customer. Honweb may refuse to accept any order, or delay acceptance pending fulfillment of conditions Honweb may choose to impose. Such refusal or such conditions may not be unreasonable, however, and Honweb agrees to provide Customer with reasonable notice via Email or fax of any intent to delay or decline the acceptance of any order.

PAYMENT AND TERMS:

Payment shall be made in US dollars to Honweb into the account designated by Honweb, or as may otherwise be agreed in writing by the parties. Payments are due upon presentation of invoice or on due date for reoccurring payments. If due to bank charges, transfer fees, or the like, Honweb should receive less than its invoice amount, Honweb will re-invoice Customer for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by Honweb within thirty (30) days after presentation, Honweb will impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, Honweb may discontinue, withhold, or suspend services to Customer and/or its customer(s) to whom such unpaid amounts relate. Customer recognizes the responsibility to detect additional use of services and accept charges based on any services utilized in excess of the Customer's original account order or current account allocations. It is Customer's responsibility to recognize payment due dates and maintain proper payment by said dates. Honweb retains the right to discontinue, withhold, or suspend services for any account that is in past due status. If an account is not properly paid on the recognized account monthly renewal date, Honweb may impose additional fees to resolve, reactivate, or retrieve Customer's access to account information. A 10.00% late fee will be applied if payment for the invoiced month arrives after the 10th of a current billable month. Automatic payments denied on the 1st of a billable month will have till the 10th of that month to cover payment without a fee.

PLAN, ACCOUNT, RENEWAL AND DISCONTINUATION:

By normal procedure, Honweb will automatically renew an account with the latest contract terms and plan allocations. If a credit card is listed on file for the Customer, that card will be charged accordingly for renewal, unless the Customer contacts Honweb with alternative payment information before the payment deadline. Customer will receive notification of the renewal date by email to the address listed on file, or by regular mail if previously requested by the Customer. It is the Customer's responsibility to inform Honweb of updates to contact information, including email addresses. Customer is also responsible to notify Honweb in writing of account

discontinuation thirty days (30) prior to a renewal deadline to avoid automatic renewal for all regular web hosting services, and sixty (60) days prior to renewal date for all E-commerce web hosting services. If no written cancellation notice is received before the deadline as required by Honweb, Customer will remain responsible for the next billing period. If Customer makes a request to discontinue the account within an already active contract period, the charges for that period will not be refunded. The only event in which funds will be reimbursed is when Honweb has been notified in writing by customer before the 30th day of a new account's activity. (There will be no reimbursement for E-commerce accounts, due to the licensing agreement.) Customers who request the "30-day-money-back-guarantee" (must be for an eligible non-ecommerce hosting plan) may be reimbursed the web hosting service fees minus setup fees and domain name registration fees. If Customer received the "free 1 year domain name registration" offer, the value of the domain name registration will be withheld from the refund amount. This fee is typically \$19.95 per year for the domain registration service.

DOWNGRADES, UPGRADES, AND SERVICE CHANGES

Requests to change service may require notice in advance of renewal billing date. Honweb will typically handle such requests in conjunction with cancellation policies. Fees may be assessed to perform downgrades, usually at a rate of \$15.00 per account. Fees for upgrades are typically charged by calculating the difference between the former and new plan setup costs. Upgrades to more extensive solutions such as dedicated servers may require a more substantial setup fee. Additions of add-on features to a plan may also require a setup fee.

REFUNDS

If customer requests to cancel a Web hosting account (non-Ecommerce only) within the first 30 days of the account's activity, they may choose to take advantage of the "30 day money back guarantee offer". This offer will refund only web hosting charges paid at the time of purchase, minus any setup fees or domain name registration fees. If a new domain name is acquired through Honweb at any time during the account's activity, the customer will be held responsible for domain name registration charges of at minimum \$19.95 per year; these domain registration costs are non-refundable. Customer may continue to own the domain name(s) until the specified expiration date(s).

3. RULES AND REGULATIONS

Honweb may impose reasonable rules and regulations regarding the use of its services from time to time. Customer shall impose such rules and regulations on its customers to the extent necessary to ensure compliance.

4. LIMITATION OF HONWEB OBLIGATIONS AND LIABILITY

Honweb will utilize its best efforts to maintain acceptable performance of services contracted for services, but Honweb makes absolutely no warranties whatsoever expressed or implied, including warranty of merchantability or fitness for a particular purpose. Honweb cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. Honweb will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system. Honweb shall not be

liable to Customer or any of its customers for any claims or damages which may be suffered by Customer or its customers, including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions whether or not caused by the fault or negligence of Honweb. Honweb may discontinue servicing any Plan, or may require fulfillment of conditions Honweb may choose to impose as a prerequisite for continuing to service any Plan. Such discontinuation or requirement may not be unreasonable, however, and Honweb agrees to provide Customer with reasonable notice via Email and fax of any such intent to discontinue or impose conditions. Services provided by Honweb to Customer shall be deemed accepted for all purposes thirty days after presentation of invoice for such services, if no written claim or objection regarding such services has been received by Honweb within the 30-day period. No claim related to such accepted services shall be raised.

Honweb liability to Customer, and any end user of any Plan or other Honweb services is limited to the amount paid to and received by Honweb for services not accepted. In no event shall Honweb be liable to Customer, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if Honweb has been advised of the possibility of such damage. Customer will take all necessary measures to preclude Honweb from being made a party to any lawsuit or claim regarding Honweb services provided to any Customer or end user. Customer hereby agrees to indemnify and hold harmless Honweb from any and all claims of whatever nature brought by any of Customer's customers against Honweb in excess of the remedy set forth herein.

5. **GUARANTY:** Any guarantor who signs below ("Guarantor") guarantees the full payment of all amounts owed to Powerhouse Gym under this Agreement. This is a guaranty of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guaranty, Powerhouse Gym may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor here-under.

Guarantor's Name:

Address:

6. CONFIDENTIALITY

Customer acknowledges that by reason of its relationship with Honweb hereunder, it may have access to certain information and materials relating to Honweb business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value to Honweb, which value would be impaired if such information were disclosed to third parties. Customer agrees that it will not use in any way for its own account nor for the account of any third party, nor disclose to any third party, any such information revealed to it by Honweb. Customer further agrees that it will take every reasonable precaution to protect the confidentiality of such information. In the event of termination of this agreement, there shall be no use or disclosure by the Customer of any such

confidential information in its possession, and all confidential materials shall be returned to Honweb or destroyed. The provisions of this section shall survive the termination of the agreement for any reason. Upon any breach or threatened breach of this section, Honweb shall be entitled to injunctive relief, which relief shall not be contested by Customer.

7. RELATIONSHIP OF THE PARTIES

The relationship between Honweb and Customer is that of vendor and vendee. They shall not be construed as being joint ventures, franchiser/franchisee, or employer/employee. This agreement is a commercial agreement between businesses, not a consumer agreement. Customer has no authority, apparent or otherwise, to contract for or on behalf of Honweb, or in any other way legally bind Honweb in any fashion, nor shall Customer be authorized to make any representations about Honweb or its services other than to set forth Honweb' responsibilities as outlined in this agreement.

8. DISPUTES

The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief referred to in paragraph 10 shall be subject to arbitration upon written demand of either party. Arbitration shall take place in Honolulu, Hawaii, or at another location if the parties so agree. The arbitration shall take place before an arbitration panel chosen as follows: The parties shall each choose an arbitrator, and the two arbitrators shall choose a third arbitrator and determine the third arbitrator's compensation. Each party shall have one veto over the choice of the third arbitrator. The three arbitrators shall schedule an informal proceeding, hear the arguments, and decide the matter by secret majority vote. Unless the arbitrators decide otherwise, each party shall pay the costs of its own arbitrator, and shall pay half of the other costs of the arbitration proceeding. Each party shall have the right to have the proceedings transcribed. The arbitrators shall not have the authority to award punitive damages or any other form of relief not contemplated in the contract. The majority of arbitrators shall render a written opinion setting forth the basis on which they arrived at the decision regarding each issue submitted to arbitration; the dissenting arbitrator, if any, shall not issue a dissenting opinion. Regarding each issue submitted to arbitration, the decision shall be final and binding only to the extent it is accompanied by a written explanation of the basis upon which it was arrived at. Judgment upon the award, if any, rendered by the arbitrators may be entered in any court having jurisdiction thereof. Should any legal action permissible under this agreement be instituted to enforce the terms and conditions of this agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels.

9. TERM, TERMINATION:

This agreement shall run until the end of the current calendar year. It shall automatically be renewed on an annual basis unless terminated in one of the following ways:

- A. By either party, by notifying the other in writing by December 1, of any given year that this agreement will not be renewed.

- B. By Honweb, upon thirty (30) days' written notice, if Customer breaches any material and substantial provision of this agreement and has not cured by the end of the 30 days.
- C. By Honweb, upon sixty (60) days' written notice, if
 - i. Honweb provides Customer with written notice of the specific reasons for its belief in this regard, and
 - ii. Customer has not cured by the end of the 60 days.
- D. By Honweb, immediately upon giving written notice to Customer, in the event that
 - i. Any bank draft or check delivered by Customer to Honweb in payment for Products is returned unpaid and Customer fails to remedy such nonpayment within five business days;
 - ii. Customer becomes more than sixty (30) days in arrears in payment of its account with Honweb;
 - iii. There are instituted bankruptcy or insolvency proceedings against Customer, which are not vacated within sixty (60) days from the date of filing;
 - iv. Customer institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency; or
 - v. Customer makes an assignment of all or part of its assets for the benefit of creditors.
- E. By Honweb immediately, if Customer attempts to assign all or any part of this Agreement without Honweb' prior written approval;
- F. By Honweb immediately, if Customer fails to cause Honweb to be informed in writing immediately on the happening of any event specified in this section;
- G. By Customer, immediately upon giving written notice to Honweb, if
 - i. There are instituted bankruptcy or insolvency proceedings against Honweb, which are not vacated within sixty (60) days from the date of filing;
 - ii. Honweb institutes voluntary bankruptcy or insolvency proceedings, or otherwise admits insolvency;
 - iii. Honweb makes an assignment of all or part of its assets for the benefit of creditors; or
 - iv. Honweb fails to cause Customer to be informed in writing immediately on the happening of any event specified in this section. The provisions of this paragraph survive any termination of this agreement.

9. NONASSIGNABILITY

Customer's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of Honweb, which consent shall not be unreasonably refused.

10. PARTIAL INVALIDITY

If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. Honweb and Customer agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

11. APPLICABLE LAW, JURISDICTIONAL MATTERS

This agreement takes effect when accepted by Honweb in Hawaii. It is to be governed by and construed under the laws of the State of Hawaii and the United States of America. The federal and state courts of the State of Hawaii shall have exclusive jurisdiction to adjudicate any non-arbitrary dispute arising out of this agreement. Customer hereby expressly consents to

- A. the jurisdiction of the courts of Hawaii and
- B. service of process being effective upon it by registered mail sent to the address set forth at the beginning of this document, as may be changed from time to time by written notice actually received by Honweb. To the extent permissible by the law of Customer's jurisdiction, Customer waives any requirement that service of process or of any documents be made upon it pursuant to the provisions of the Hague Convention.

12. NOTICES

Except with respect to service of process as set forth in paragraph, all notices may be sent by email, fax, or express mail to the email address, fax number, or mailing address most recently provided and will be effective upon transmission. Evidence of successful transmission shall be retained.

13. ENTIRE AGREEMENT; MODIFICATIONS

This agreement between Honweb and Customer sets forth the entire agreement and understanding between the parties and merges all prior discussion between them. Honweb may make changes to this agreement upon thirty (30) days' written notice to Customer, advising of the change and the effective date thereof. Utilization of Honweb services by Customer and/or its Customers following the effective date of such change shall constitute acceptance by Customer of such change(s). Otherwise, this agreement may not be modified except by the of written consent of both parties. By submitting an order request and/or by using our services, the Customer accepts these terms.

_____-_____/_____/_____
 CUSTOMER SIGNATURE /Account Holder - DATE

_____/_____
 PRINT NAME / POSITION

_____-_____/_____/_____
 HONWEB, CORP AUTHORIZED REPRESENTATIVE- DATE

_____/_____
 PRINT NAME / POSITION

