SAMPLE CONTRACT PACK DOCUMENT

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Also see this article for proposal and contract writing best practices:

https://www.proposalkit.com/htm/business-proposal-writing-tips.htm

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THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<CustCompany>> (hereafter referred to as "Customer") and <<Company>> (hereafter referred to as "Company").

The purpose of this policy is to set forth an Acceptable Use Policy ("AUP") by which Customer will abide while using, renting, leasing, or otherwise making use of Company goods and services. By using Company's Web Hosting and Email services, Customer agrees to comply with the following policies and assume responsibility for the compliance of all Customer's Users permitted by Customer to use Company products and services.

Terms and Conditions

As a service, the standard Acceptable Use Policy is provided below.

1. Right to Service.

a) Company's service will be provided on an "as is, as available" basis. Further, Company provides no warranty, written, expressed, or implied, for any Web Hosting and Email services provided, including, without limitation, warranty of the merchantability and warranty of fitness for a particular purpose. This expressly includes any reimbursement for losses of income due to disruption of service by Company or its providers beyond the fees paid to Company for services.

b) Customer and Customer's Users will use the Web Hosting and Email services in a manner consistent and compliant with any and all applicable laws of the State of <<State>> and the U.S. Federal Government.

c) Use of any information obtained by way of Company is at User's own risk, and Company specifically denies any responsibility for the

accuracy or quality of information obtained through its services. Company makes no warranty, written, expressed or implied of any guaranteed uptime, or that the service will function at a reliable level based on past performance.

d) Company is not responsible for any damages arising from Customer's or Customer's Users' use of Company's Services or by any inability to use the Web Hosting and Email services for any reason.

e) Company shall make every reasonable effort to protect data stored on Customer's Server(s). Company is not responsible for Customer or Customer's Users' data, files, or directories residing on Company's equipment. Customer is solely responsible for maintaining data, files, and back-ups.

2. Limit of Liability.

Company shall not be liable for any content posted, opinions expressed, or actions taken by any of the Users of Company services. Any conduct that violates the laws, regulations, or the accepted norms of the Internet community or the community standards in which the User lives, whether expressly mentioned in this Agreement or not, is strictly prohibited. Company reserves the exclusive right to prohibit any activities that it deems will adversely affect its commercial reputation or goodwill, endanger its network, impact its Customers, or expose it to liability or tort.

3. Modification of Agreement.

Company reserves the right to add, modify, or delete any provision of this Agreement at any time and without notice. Company reserves the exclusive right and will be the sole arbiter as to what constitutes a violation of any of these provisions.

4. Misuse of System Resources.

It is a violation for anyone who, including but not limited to, employs posts or programs that consume excessive CPU time, server memory, or storage space; permits the use of mail services, mail forwarding capabilities, POP accounts, or auto-responders other than for their own account; or resells access to CGI scripts installed on Company servers. Company reserves the right to immediately

DEMO CONTRACT

This demo contract has been truncated. The complete 4 page editable version of this document is available in the Contract Pack template collections

https://www.proposalkit.com/htm/legal-contract-templates/policy-templates/acceptable-use-policy-agreement-template.htm

Customer Initials _____

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

This contract document is included in the Proposal Kit Professional and one or more Contract Pack products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

ProposalKit.com/htm/proposal-software-products.htm