



WEB HOSTING CONTRACT

AGREEMENT MADE BY AND BETWEEN:

Peaks Media Inc.

1330 Burfield Drive , Sun Peaks, BC, V0E 5N0

AND: _____

With it's principal office at:

("Customer") Telephone No: _____ Fax No: _____

Hosting Plan: _____

I. PEAKS MEDIA INC. SERVICES

PEAKS MEDIA INC. agrees to provide to the Customer a web hosting service. The parties may from time to time execute additional Hosting Plan(s) covering such, further PEAKS MEDIA INC. Services as may be agreed upon. To facilitate the foregoing, PEAKS MEDIA INC. agrees to install or otherwise make available to the Customer the services as set out in the terms and conditions contained in this Agreement and the Hosting Plan(s) to provide PEAKS MEDIA INC.'S Services. Subject to the Customer's right to terminate this agreement, PEAKS MEDIA INC. may expand the contract or scope of PEAKS MEDIA INC.'S Services by issuing to the Customer amended Hosting Plan(s) at least 90 days in advance of such changes. PEAKS MEDIA INC. may modify, reconfigure, change or replace their equipment at any time, as it considers necessary or desirable.

II. FEES

The Customer agrees to pay to PEAKS MEDIA INC. fees for its use of PEAKS MEDIA INC.'S Services as specified in the Hosting Plan(s), including, without limitation, the Set-Up Fees, the Monthly Base Fees and the Usage Fees or the Minimum Monthly Base Fees (collectively the "Customer Fees").

III. USE OF PEAKS MEDIA INC. SERVICES

The Customer agrees that it will receive and use PEAKS MEDIA INC.'S Services only in accordance with and for the purposes specified in the agreement and, where applicable, that it will use its best efforts to ensure that its clients only use PEAKS MEDIA INC.'S Services in accordance with and for the purposes specified in this agreement.

IV. TERMS OF AGREEMENT

This agreement will take effect from the date of signature by PEAKS MEDIA INC. below. Commencement Dates and Term(s) for PEAKS MEDIA INC.'S Services are set out in the Hosting Plan(s). Unless earlier terminated in accordance with the General Terms and Conditions of Service, this agreement and the Hosting Plan(s), will continue in effect for the duration of the Term(s), and thereafter will be automatically renewed for an additional one year period at the applicable rates and discounts, or unless otherwise negotiated, or unless PEAKS MEDIA INC., or the Customer provides notice of termination of certain or all the Hosting Plan(s), at least 60 days in advance of expiry of the Term(s) or renewal period(s).

V. LIABILITY DISCLAIMER

In no event shall PEAKS MEDIA INC. and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever data or profits, arising out of or in any way connected with the use or performance of the service or related web sites, with the delay or inability to use the service or related websites. The provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the service, or otherwise arising out of the use of the service, whether based on contract, tort, negligence, strict liability or otherwise even if Peaks Media or any of it's suppliers has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

VI. AGREEMENT

This agreement is comprised of the following:

- ▶ Hosting Contract and Terms & Conditions of Use

All additional Hosting Plan(s) and amendments to Hosting Plan(s) agreed to by PEAKS MEDIA INC., and the Customer in writing from time to time or otherwise issued pursuant to the terms of this agreement. The laws of British Columbia shall govern this agreement.

This agreement contains the entire understanding of PEAKS MEDIA INC., and the Customer with respect to PEAKS MEDIA INC.'S Services and supersedes all prior agreements, understanding, negotiations and discussions, whether oral or written, between PEAK MEDIA INC. and the Customer with respect to these services. The Customer acknowledges and agrees that its entire right relating to PEAKS MEDIA INC.'S Services are as set forth in this agreement and hereby waives all other rights that it may have by implication of law or otherwise.

THE GENERAL TERMS AND CONDITIONS OF SERVICE AND ANY AND ALL HOSTING PLANS ANNEXED HERETO FORM AN INTEGRAL PART OF THIS AGREEMENT AND SHOULD BE READ BY THE CUSTOMER BEFORE SIGNING.

Customer (Name of Individual/Company)

PEAKS MEDIA INC.

Authorized Signatory

Authorized Signatory

Print Name of Signatory

Print Name of Signatory

Title of Signatory

Title of Signatory

Date

Date