

Domain Hosting Agreement

Contact Name:	
Address:	City:
Province:	Postal Code:
Phone: 905-	Fax: 905-
E-mail:	

TERMS AND CONDITIONS: I understand that,

MODIFICATION OF THESE TERMS OF USE

Hamilton CommunityNet reserves the right to change the terms, conditions, and notices under which Sites/Services are offered, including but not limited to the charges associated with the use of hosting Sites/Services. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the Hamilton CommunityNet constitutes your agreement to all such terms, conditions, and notices.

FTP AND HOSTING

Transmission, storage, or presentation of any information, data or material which includes, but is not limited to: copyrighted material, material that is threatening or obscene, hate-material or propaganda, material that is "adult only" content, is strictly prohibited. Pornography and sex-related merchandising is prohibited on any Hamilton CommunityNet server. This includes sexual content, direct links to adult content or promotion of any illegal activity or content.

The Hamilton CommunityNet will be excluded from any claims, legal or otherwise, resulting from improper use of your hosting account. The Hamilton CommunityNet reserves the right to review and remove your entire site if any material is found unacceptable under Hamilton CommunityNet policy or the Laws of Canada.

Each account comes with an allotted amount of server space (20mb) with the option to purchase space if needed.

Any account exceeding the allotted amount will be subject to additional fees; otherwise the Hamilton CommunityNet reserves the right to remove the site.

User created scripts are not allowed. Under no circumstances should any executable program or file like .exe, .com, .pl and/or .dll files be uploaded. The Hamilton CommunityNet provides CGI scripts for the use of online forms, guestbooks, counters, etc.

Any customer found accessing, or to have accessed, any information that is not of their own will have their account terminated with no refund. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not authorized to access, password cracking, or probing the security of servers or networks. Those who choose to ignore the above may incur criminal or civil liability.

Anyone who uploads a virus and/or virus infected file, whether knowingly or unknowingly, will be responsible for the full cost of repairing and restoring the affected server or servers.

It is the responsibility of the client to maintain a backup copy of any, and/or all, of their images, webpages and/or files, whether uploaded by the client, or the Hamilton CommunityNet.

The Hamilton Community does not recommend using your account for financial transactions. The Hamilton CommunityNet is not responsible for any financial loss or legal claims your business may encounter as a result of transferring personal information (ie. credit card information) through your account E-mail or Web site. The Hamilton CommunityNet is not responsible for any loss (financial or otherwise) as a result of technical malfunction and/or service interruption.

Hamilton CommunityNet reserves the right to refuse or cancel service. Violation of any of these terms and conditions, or failure of payment on behalf of the client for services rendered, could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded.

E-MAIL

Users are prohibited from sending unsolicited bulk e-mail and/or from the receiving of responses from unsolicited bulk e-mail in an e-mail address hosted by Hamilton Community or that of it's hosting affiliates. Hamilton CommunityNet reserves the right to suspend service immediately upon indication of unsolicited bulk e-mail and will suspend service at their sole discretion.

Users are prohibited from sending e-mail that is illegal, terrorist in nature, threatening and/or harassing.

Users agree not to intercept or redirect e-mail intended for others.

Users agree not to maliciously send files with either corrupted data or viruses.

Users will not use impersonation or use a different name or address with the intent of misleading the receiver into believing that the sender is someone other than who they are.

DOMAIN NAME REGISTRATION

Domain names registered and monitored through the Hamilton CommunityNet and it's registrar will have Hamilton CommunityNet contact information. Any domain(s) not registered through the Hamilton CommunityNet and it's registrar are not the responsibility of the Hamilton CommunityNet. In this case, you are responsible for the renewal of your own domain(s).

WARRANTY

Hamilton CommunityNet will use its best efforts to maintain connectivity to the Internet, but will not be liable for any damages, consequential or otherwise, for any interruptions of service, irrespective of the cause of such interruptions.

PAYMENT

Payment for all account activity must be in hand within 30 days of invoice date or before the expiry date for renewals. Failure to do so may result in the termination of your account and subject to a reactivation fee. There is no refund on administration (setup) fees, reactivation fees, or for services that have been completed. Prices are subject to change without notice. It is the responsibility of the user to ensure that all mailing addresses for billing purposes are up to date and accurate.

On behalf of the client (authorized signature):

_____ Date _____