



551 Bryne Drive, Unit Q, Barrie, ON L4N 9Y3 Phone: 705-726-5550

Web Hosting Contract

I agree that upon payment for my hosting package to fully abide by all conditions, rules, and regulations described herein.

1. Overview

GAGE Web Design is a division of GAGE Business Communication Inc. This service contract (hereinafter the "CONTRACT") is between GAGE Web Design (hereinafter GAGE) and the applicant, You: (Hereinafter CLIENT) who wishes Internet Web Hosting.

The Web Hosting Accounts we provide can only be used for legal purposes under all federal, provincial, and local laws.

2. Relationship Between GAGE and CLIENT

- a. GAGE will use its best efforts to maintain a full time 24/7 Internet presence for CLIENT.
- b. CLIENT's rights and privileges cannot be sold or transferred without the written consent and approval from GAGE thirty (30) days in advance.
- c. This contract represents the complete understanding between CLIENT and GAGE. If CLIENT sells advertising to a third party the CLIENT will be held responsible for the content of that advertising and the actions of that third party.
- d. CLIENT agrees not to harm GAGE, its reputation, computer systems, programming and/or other CLIENTS using GAGE's services.

3. Interruption in Service

GAGE is not liable for any errors or interruption in service, whether within or outside of GAGE reasonable control. CLIENT understands interruptions may or may not occur and CLIENT will hold GAGE free and harmless from any damages incurred in any event of any time of loss. Service may be temporarily unavailable for scheduled maintenance, either by GAGE or by third-party providers, or because of power outages or other causes.

4. Password Protection

CLIENT is responsible for protecting CLIENT's password and for any authorized or unauthorized use made available using CLIENT's password. CLIENT will not use or permit anyone to use GAGE service to guess passwords or to access other systems or networks without authorization. GAGE will fully co-operate with law enforcement authorities in the detection and prosecution of illegal activity.

5. Technical Support

Use of GAGE's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the CLIENT's Webpace by the CLIENT. The following examples are offered: Web Publishing: requires a knowledge of HTML, properly locating and linking documents, FTPing, webpace contents, graphics, text, sound, forwarding mail, use of mail by CLIENT to receive mail, etc. The CLIENT agrees that he or she has the necessary knowledge to create the webpace. The Customer agrees that it is not the responsibility of GAGE to provide this knowledge or Technical Support outside of the defined service of this contract.

6. Internet Etiquette

CLIENT is expected to be familiar with and to practice good internet etiquette. CLIENT will comply with the rules appropriate to any network to which GAGE may provide access. CLIENT should not post, transmit, or permit Internet access information CLIENT desires to keep confidential. CLIENT is not permitted to post any material that is illegal, libelous, tortuous, or likely to result in retaliation against GAGE by offended users. GAGE reserves the right to refuse or terminate service at any time. CLIENT will indemnify GAGE and hold GAGE harmless from any damage to GAGE business, service, equipment, network operations, or reputation resulting from CLIENT's actions, including but not limited to any government actions, acts of vandalism or other retaliation, and claims of libel, unfair competition, infringement of any patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.

7. Unsolicited Commercial Email

The GAGE network may not be used to transact Unsolicited Commercial E-mail (UCE). This is commonly referred to as SPAM. CLIENT may not use, or permit others to use the GAGE network to send UCE. GAGE will not host, or permit hosting of sites or information that is advertised by UCE from other networks. GAGE will not permit CLIENT to SPAM newsgroups, or SPAM from other networks or that may or may not point to a site on GAGE network. CLIENTS that transact UCE are in breach of this contract. Every reasonable attempt will be made to contact CLIENT and allow them to resolve the problem or complaint before taking action. GAGE reserves the right to place a temporary block in the event CLIENT is unreachable, or is unable to stop the UCE. CLIENT will constitute this contract as "fair warning" as to GAGE strict "NO SPAM" policy. GAGE reserves the right to terminate services without any refunds of the unused portion prepaid by CLIENT when CLIENT is in violation of "NO SPAM" policy. Notice given by electronic mail shall be deemed received one (1) business day after it is posted to the recipient's e-mail address.

8. Warranty and Assumption of Risk

CLIENT uses GAGE services at CLIENT's own risk. GAGE makes no warranty expressed or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose. GAGE shall not be liable for any loss or other damage, including but not limited to special, incidental, consequential, or punitive damages, resulting from any failure to provide service or from any termination of service. GAGE has no control whatsoever and shall not be responsible to CLIENT for the content of any web site or for the content of any third-party material passing through or associated with CLIENT's web site, some of which may be illegal, inaccurate, adult in nature, harmful, or offensive.

9. Term of Contract, Termination, and Renewal

- a. All contracts are based on a yearly term, prepaid for that year. CLIENT shall pay GAGE as outlined on invoice. Payment of yearly fees is due by the date stated on GAGE invoice. Amounts past due may result in the termination of CLIENT's account. Taxes, special services and third party charges will be stated separately on the invoice. CLIENT shall pay all taxes, fees, and governmental charges. GAGE may revise prices upon 60 days prior written notice either by e-mail or postal mail.
- b. GAGE has the right to refuse service if CLIENT content of information provided is deemed illegal, unethical, misleading, contains child pornography, bestiality, promotion of illicit drugs, hate groups or literature by CLIENT and/or CLIENT's third-party. CLIENTS who provide the above-mentioned illegal content are in breach of the contract. GAGE may terminate service without notice and without any refunds of CLIENT's unused pre-paid portion of funds.
- c. **Yearly contracts will be automatically renewed for a further one year term. Cancellations by CLIENT of service or changes in service must be in writing to GAGE 30 days prior to renewal date. Any contracts cancelled prior to renewal date will not be refunded. If payment is not received on or before renewal date, the contract will be suspended and CLIENT will be responsible for all charges to reinstate contract. If after 30 days of non-payment, contract will be in default and all files associated with the web hosting account will be deleted by GAGE.**
- d. If CLIENT breaches any part of this contract and GAGE has to engage the service of an attorney, the CLIENT will pay any and all of GAGE reasonable attorney fees and court costs.

10. Domain Registration

If GAGE is requested to register a domain (URL) name on behalf of CLIENT, the term of the registration is for a period of one year payable in advance for the full year. **Domain names will be automatically renewed for a further one year term. Cancellation by CLIENT of domain name(s) must be in writing to GAGE 30 days prior to renewal date.** Upon registration of a domain name the client will be provided login information for that domain name. **CLIENT is responsible to retain the login information so that they may access the domain, and that login information is the sole responsibility of CLIENT.**

11. Limitation of Liability

In no event shall GAGE or any of its officers, contractors, or employees be liable for any loss of profit or revenue by CLIENT or for any consequential, incidental, special or exemplary damages incurred or suffered by CLIENT, nor for any loss of power or heating, ventilation, and air conditioning interruption, even if GAGE has been advised of the possibility of such loss or damage. CLIENT shall indemnify and hold harmless GAGE from and against any and all claims, costs, expenses or liability arising out of CLIENT's (inclusive CLIENT's officers, contractors, employee agents and invitees) collective or individual use, occupancy or operation of CLIENT's web site content and/or information.

I have read and understand all said terms and conditions of this contract. I agree that upon payment for my hosting package to fully abide by all conditions, rules, and regulations described above.
