



Web Site Hosting Agreement

This contract constitutes an agreement and understanding between WebSupport 4 U and the following organization hereinafter called the Client:

Company Name: _____

Contact Person: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Telephone: (____) ____ - _____

Fax: (____) ____ - _____

Email: _____

1. The Client hereby requests from WebSupport 4 U and WebSupport 4 U hereby agrees to provide Web Hosting services as outlined in the attached application form subject to all terms and conditions herein provided. The requested account will not be enabled until this form is received, signed by the Client. This agreement will become effective when the Client's account is activated.
2. The Client is responsible for paying WebSupport 4 U any installation and term costs stipulated on the attached service application form plus applicable federal and provincial taxes. The Client is responsible for paying any additional fees on services such as bandwidth, disk usage, domain services and web design services.
3. The Client will be invoiced by WebSupport 4 U at the beginning of each billing period as stipulated on the attached form and the amount of each invoice must be paid in full when it is received. Overdue accounts will incur a monthly interest rate of 2% until fully paid. If the account has not been paid in full at the end of 30 days from the beginning of the billing period, the service will be suspended. If the account has not been paid in full at the end of 60 days from the beginning of the billing period, the account placed in the hands of a collection agency. The Client will be liable for all expenses and disbursements incurred by WebSupport 4 U for collection of the account, including but not limited to all finance charges and all expenses and disbursements incurred during the collection of the account. The account may be re-instated on receipt of a written request accompanied by a fifty (\$50.00) dollar setup fee when payment in full of the account has been received.
4. This agreement will become effective upon its acceptance by WebSupport 4 U. Service will commence on the date requested by the Client on the application form and may be terminated by either party upon 30 days of written notice.

Date

Signature of Authorized Representative



5. The Client agrees that ethical use of the Service is the responsibility of the Client. The Client further agrees not to use the WebSupport 4 U Service to violate copyright or other intellectual property rights of any author or publisher. The Client may not upload or download commercial software in violation of software license agreements.

PROHIBITED ACTIVITIES, INCLUDING BUT NOT LIMITED TO SEXUALLY ORIENTED PRODUCTS AND SERVICES, SCAMS, SPAMS, INFRINGEMENTS, OFFENSIVE, BIGOTED, ANGEROUS OR ILLEGAL ACTIVITIES. YOUR DUTY TO INDEMNIFY WebSupport 4 U. WebSupport 4 U COOPERATION WITH LAW ENFORCEMENT.(a) You agree that You will not at any time conduct Your business on any web sites with respect to which WebSupport 4 U at any time provides Basic Services and/or Optional Services in any manner(s) that directly or indirectly offer, sell, lease, license, display, deliver, advertise, recommend, or promote any product(s), service(s), data, information, image(s), text and/or other web site content, which: (i) are unlawful or violates any applicable local, provincial, national or international law, ordinance or regulation having the force of law; (ii) are pornography or sexually oriented, profane, obscene, vulgar, offensive, lewd; (iii) are defamatory, libelous, slanderous, abusive, threatening or harassing towards others; (iv) are a sweepstakes, lottery, raffle, multi-level marketing program, chain letter or pyramid scheme; (v) are an unfair, unlawful or deceptive business practice; (vi) are racially or otherwise offensive, hateful, bigoted or intolerant; (vii) are in violation of any privacy or data protection right or law or discloses any personal information about or exploits in any manner children under the age of 18 years or third parties without their, or in the case of children, their parents', prior written consent; (viii) infringe or violate any patent, copyright, trademark, trade secret, right of publicity or privacy or other proprietary right under the laws of any jurisdiction; (ix) are the basis for any allegation, claim or suit against You or any other party alleging product liability, breach of warranty, negligence, fraud, unlawful conduct, and/or any other claims or causes of action whatsoever; (x) transmit or deliver in any manner any material that contains viruses, worms, trojan horses, time bombs, cancelbots, and/or any other harmful or damaging software or other technology or the means for developing any of the above; (xi) advocate, promote and/or provide assistance in carrying out violence or any other unlawful activity against any persons or any governments, businesses or other entities; (xii) involve a significant risk of death or injury to any persons, or of damage to business or other entities or property in the event of an error or defect; (xiii) involve cruelty to animals; (xiv) are the subject of any government investigation or proceeding; (xv) are a weapon, or parts of or manuals for assembling any weapon, including but not limited to firearms, ammunition, explosives, grenades, bombs and caustic or other dangerous substances; (xvi) are any form(s) of gambling; (xvii) are any type(s) of intoxicant, alcoholic beverage, or illegal substance; (xviii) are not consistent with prevailing Internet "Netiquette" standards, as determined by WebSupport 4 U in its sole discretion; or (xix); provide instruction in any activities listed in Section 4 (i) through 4 (xviii) above.

6. WebSupport 4 U may deny service to any Client who does not provide accurate billing information.
7. WebSupport 4 U reserves the right to change the terms and conditions of this hosting agreement by notifying the Client in writing or by email at least 30 days prior to the effective date of the change. Use of the Service by the Client after the effective date constitutes acceptance of the new terms and conditions. If the Client does not agree to the new terms and conditions, the Client may cancel this agreement at any time by giving proper written notice according to the terms and conditions stated herein to WebSupport 4 U.
8. WebSupport 4 U reserves the right to review any material stored in files or programs to which other users have access and will edit or remove any material that, in its sole discretion, believes may be unlawful, obscene, abusive, or otherwise objectionable. WebSupport 4 U reserves the right to revoke service for any abusive conduct or fraudulent use of the Service.
9. WebSupport 4 U shall not be held liable for any breach of this agreement due to a cause beyond its control.

Date

Signature of Authorized Representative



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10. The sole obligation under this agreement of WebSupport 4 U is to provide the Service. Except as otherwise provided herein, WebSupport 4 U makes no representation or warranties of any nature whatsoever, whether expressed or implied, with respect to the Service including, without limitation, any representation or warranty with respect to the network transmission capacity of common carriers or the Client, or the reliability of the equipment of common carriers or the Client. The liability of WebSupport 4 U for negligence or the breach of this agreement shall not in any event be greater than the total amount paid by the Client to WebSupport 4 U for the service period that gives rise to the claim. In no event shall WebSupport 4 U be responsible for any indirect damages including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue, or third party damages.
 11. This agreement shall be governed by and construed according to the laws in force in the province of Ontario.
 12. This agreement shall not be modified except by a writing signed by both parties. No waiver or modification of any of the provisions of this agreement shall be deemed to constitute a waiver or modification of any other provisions (whether similar or not). No waiver or modification of this agreement shall constitute a continuing waiver or modification unless otherwise expressly provided in writing and duly executed by the party or parties to be bound thereby.
 13. The Client shall be responsible for all costs and expenses, including reasonable legal fees and disbursements incurred by WebSupport 4 U in connection with any legal or other proceedings brought by WebSupport 4 U with respect to this account. Neither this agreement nor any rights hereunder may be assigned by the Client without the prior written consent of WebSupport 4 U.

Name of Organization (The Client)

Name of Authorized Representative

Date

Signature of Authorized Representative



Service Application Form

Company Name: _____

Web Site Address: _____

Billing Contact: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Telephone: (____) ____ - _____

Fax: (____) ____ - _____

Email: _____

Technical Contact: _____

Telephone: (____) ____ - _____

Fax: (____) ____ - _____

Email: _____

Technical Contact: _____

Telephone: (____) ____ - _____

Fax: (____) ____ - _____

Email: _____

Date

Signature of Authorized Representative



Services Requested

Basic Hosting Package per year			Amount	GST	Total
100 MB disk space 2000 MB Transfer 5 email accounts Unlimited aliases	Unlimited FTP updates Webmail Spam filter CGI / Perl / PHP	Private CGI bin Formmail Frontpage Extensions	\$120.00	\$8.40	\$128.40

Premium Hosting Package per year			Amount	GST	Total
200 MB disk space 4000 MB Transfer 10 email accounts Unlimited aliases	Unlimited FTP updates Webmail Spam filter CGI / Perl / PHP	Private CGI bin Formmail Frontpage Extensions	\$175.00	\$12.25	\$187.25

MultiMedia Hosting Package per year			Amount	GST	Total
500 MB disk space 10000 MB Transfer 20 email accounts Unlimited aliases	Unlimited FTP updates Webmail Spam filter CGI / Perl / PHP	Private CGI bin Formmail Frontpage Extensions	\$395.00	\$27.65	422.65

Additional UNIX Hosting Services per year	Amount	GST	Total
Domain and Email Forwarding	\$60.00	\$4.20	\$64.20
Disk Storage – 50 MB	\$50.00	\$3.50	\$53.50
Bandwidth – 1GB	\$75.00	\$5.25	\$80.25
POP Email account	\$25.00	\$1.75	\$26.75
SSL	\$195.00	\$13.65	\$208.65
Database – 50 MB	\$50.00	\$3.50	\$53.50

All prices quoted are per year in Canadian dollars.	Total
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Please print and fill out this form completely and mail with your cheque for the total to:

WebSupport 4 U
Box 5, 11 Cockburn St.
Richmond, Ontario
K0A 2Z0

Date

Signature of Authorized Representative