



- 1) **Terms of Service**
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### **Terms of Service**

This Web Hosting Agreement ("Agreement") is between InterSite Hosting ("InterSite Hosting"), and the person (individual or legal person) whose signs InterSite Hosting's service order and set up form (the "Order") incorporating this Agreement by reference ("Customer"). This Agreement governs Customer's use of InterSite Hosting's Web hosting service.

**PLEASE READ THIS AGREEMENT CAREFULLY.**

**BY AGREEING TO OUR TERMS OF SERVICE AND ACCEPTABLE USE POLICY ON THE ACCOUNT SIGNUP FORM, SIGNING UP, COMMUNICATING WITH US, PAYING FOR AND/OR USING OUR SERVICES, YOU ARE AGREEING TO BE BOUND BY THE CONDITIONS AND TERMS OF THIS AGREEMENT, OUR ACCEPTABLE USE POLICY, AND OUR PRIVACY POLICY.**

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### **Account Setup**

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

### **Abuse & Prohibited Use**

InterSite Hosting reserves the right to decide as to what constitutes as abuse and any material not mentioned below is left entirely up to the discretion of the InterSite Hosting staff.

Abuse can include, but is not limited to the following offenses:

A) Any attempts to compromise or actual compromise of a network device belonging to InterSite Hosting or any other company, individual, or other entity is strictly prohibited. This offense also includes port

scanning, IP range scanners and vulnerability scanning. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.

B) Denial of Service attacks directed at us, or any attempts to launch a Denial of Service attack from our servers are strictly prohibited. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.

C) Sending unsolicited email, newsgroup postings, chain letters or anything else that could be considered as "spam", is strictly prohibited. The gathering of email addresses to be used for sending unsolicited email on a 3rd party service "harvesting" is also prohibited and may result in termination of service.

D) The hosting of material that infringes on any copyright, trademark and or service mark is strictly prohibited. This also includes the storage and transmission of pirated movies, music, software, ring tones or anything else considered "warez". Any DMCA complaint received will be investigated and may result in termination of service.

E) The hosting of material which is considered to be illegal in Canada and the United States of America is strictly prohibited. This includes child pornography, bestiality, hate speech, online casinos, scam sites, phishing sites and any other material which is deemed illegal. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.

F) Hosting any software, source code or any other material that is illegal or could be used to commit an illegal act is strictly prohibited. This includes but is not limited to software exploits, exploit source code, hacking tutorials, hacking tools, viruses and trojans, bomb making and similar device tutorials. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.

G) The use of IRC software, Bit Torrent software, Proxy software, and automated "bots" is strictly prohibited. The use of some forums and any other multiuser chat software which could create a high load on our servers, disrupt other users, and/or attract Denial of Service attacks is also prohibited. InterSite Hosting will deal with any of these issues on a case by case basis, and will attempt to work with client to resolve the issue to both parties satisfaction.

H) Pornographic material is strictly prohibited due to the number of unauthorized attempts to compromise security and gain illegal access to our servers. Adult related material that is deemed "non-pornographic" is allowed.

Please note that any violation(s) could lead to a simple warning, temporary suspension of service, and or termination of clients account(s) without warning and without refund. In the event that an illegal act has been performed, local and/or federal authorities may be notified.

### **Payment Information**

You agree to supply appropriate payment for the services received from InterSite Hosting, in advance of the time period during which such services are provided. You agree that until and unless you notify InterSite Hosting of your desire to cancel any or all services received, those services will be billed on a recurring basis.

As a client of InterSite Hosting, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. InterSite Hosting provides a 10 day grace period from the time the invoice is due and when it must be paid. Any invoice that is overdue for 10 days and not paid will result in a \$10 late fee and/or an account suspension until account balance has been paid in full.

Invoices that have been paid more than once with multiple Paypal Subscriptions can only be added as credit towards the account and cannot be refunded via Paypal. If you require assistance with this provision, please contact [salesdep@intersitehosting.com](mailto:salesdep@intersitehosting.com).

InterSite Hosting reserves the right to change the monthly payment amount and any other charges at anytime.

### **Cancellations**

Customer is free to cancel their account at any time by emailing [salesdep@intersitehosting.com](mailto:salesdep@intersitehosting.com), with their

account information. Similarly, InterSite Hosting reserves the right to cancel any account at any time, for any reason, including, but not limited to, a breach of this Agreement or the AUP.

### **Money Back Guarantee**

If an account with a fifteen (15) day money-back guarantee is purchased and cancelled within fifteen (15) days of sign up, the Customer will, upon request, receive a full refund of all hosting fees. Requests for these refunds should be made through our Billing Team. Refunds made for a fifteen (15) day money-back guarantee will not include domain registration fees or any fees for additional services that are purchased in the first fifteen (15) days.

Money back guarantee only applicable to those products and services that specified with this offer. Any other products or services with no specification in money back guarantee are not entitling to any money back or refund. Under the money back guarantee, only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund. This is to protect our refund guarantee from being abused. InterSite Hosting reserved the right to determine the definition of first-time account. Violations of the Terms of Service will waive the refund policy.

### **Bandwidth Usage**

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

### **Back Up & Data Loss**

Customer agrees to maintain a current copy of all content hosted by InterSite Hosting notwithstanding any agreement by InterSite Hosting to provide backup services.

### **Uptime Guarantee**

InterSite Hosting strives to maintain a 99.9% network and server uptime service level. This uptime percentage is a monthly figure, and is calculated solely by InterSite Hosting monitoring systems or InterSite Hosting authorized/contracted outside monitoring services. If InterSite Hosting fails to meet its 99.9% uptime guarantee, and it is not due to one of the exceptions below, credits will be made available to each client, upon request, on a case by case basis. InterSite Hosting does not credit a full month's service for minor downtime. This would not be financially healthy for InterSite Hosting, and in turn would only negatively affect the service level InterSite Hosting provides to you. "Partial refunds for partial downtime" is our standard policy. In extreme circumstances, InterSite Hosting may distribute full month credits, but this is dealt with on a case by case basis. Credits are issued for one month's service only, never more.

**Exceptions:** Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the InterSite Hosting network caused by or associated with:

A) Circumstances beyond reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (i.e. fire, flood, earthquake, tornado, etc.), strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement

B) Telco Failure (i.e. cutting a fiber line somewhere)

C) Backbone peering point issues (i.e. having a router go down that wipes out internet service)

D) Scheduled maintenance for hardware/software upgrades

E) Hardware failure (faulty hardware is rare, but cannot be predicted nor avoided). InterSite Hosting utilizes only name brand hardware of the highest quality and performance.

F) Software bugs/flaws (Exploits and bugs may develop that cause security issues or downtime)

G) DNS issues not within the direct control of InterSite Hosting

H) Network floods, hacks, attacks from outside parties or individuals

I) Failure or error of any InterSite Hosting monitoring or measurement system

J) Client's acts or omissions, including without limitation, any negligence, willful misconduct, or use of InterSite Hosting service(s) in breach of InterSite Hosting Policy and Service Guidelines (AUP), by Client or others authorized by Client.

#### **Right To Refusal Without Cause**

InterSite Hosting may refuse to accept any customer or any website for participation in the InterSite Hosting network as determined by InterSite Hosting at its sole discretion.

#### **Indemnification**

Customer agrees that it shall defend, indemnify, save and hold InterSite Hosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against InterSite Hosting, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless InterSite Hosting against liabilities arising out of: (1) any injury to person or property caused by any products sold or otherwise distributed in connection with InterSite Hosting; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from InterSite Hosting's server.

#### **Arbitration**

By using any InterSite Hosting services, you agree to binding arbitration. If any disputes or claims arise against InterSite Hosting or its subsidiaries, such disputes will be handled by an arbitrator of InterSite Hosting 's choice. All decisions rendered by that arbitrator will be binding and final. You are also responsible for any and all costs related to such arbitration.

#### **Disclosure To Law Enforcement**

InterSite Hosting may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

#### **Disclaimer**

InterSite Hosting will not be responsible for any damages your business may suffer. InterSite Hosting makes no warranties of any kind, expressed or implied for services we provide. InterSite Hosting disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by InterSite Hosting and its employees.

#### **Copyright Policy**

All content on this website is Copyright © InterSite Hosting and may not be reproduced without express written consent. All logos, trademarks and/or service marks are the property of InterSite Hosting.

#### **Changes To The TOS**

InterSite Hosting reserves the right to revise its policies at any time without notice.

## **Privacy Policy**

### **Introduction**

We InterSite Hosting.com, are committed to protecting any data that we collect concerning you. By using our services you agree to the use of the data that we collect in accordance with this Privacy Policy.

### **We are committed to protecting your privacy**

We collect the minimum amount of information about you that is commensurate with providing you with a satisfactory service. This Policy indicates the type of processes that may result in data being collected about you. Your use of this website gives us the right to collect that information.

### **Information Collected**

We may collect any or all of the information that you give us depending on the type of transaction you enter into, including your name, address, telephone number, fax number and email address, together with data about your use of the website. Other information that may be needed from time to time to process a request may also be collected as indicated on the website.

### **Information Use**

We use the information collected primarily to process the task for which you visited the website. All reasonable precautions are taken to prevent unauthorized access to this information. This safeguard may require you to provide additional forms of identity should you wish to obtain information about your account details.

### **Cookies**

Your Internet browser has the in-built facility for storing small files - "cookies" - that hold information which allows a website to recognize your account. Our website takes advantage of this facility to enhance your experience. You have the ability to prevent your computer from accepting cookies but, if you do, certain functionality on the website may be impaired.

### **Disclosing Information**

We do not disclose any personal information obtained about you from this website to third parties. We may use the information to keep in contact with you and inform you of developments associated with our business. You will be given the opportunity to remove yourself from any mailing list or similar device. If at any time in the future we should wish to disclose information collected on this website to any third party, it would only be with your knowledge and consent.

We may from time to time provide information of a general nature to third parties - for example, the number of individuals visiting our website or completing a registration form, but we will not use any information that could identify those individuals.

### **Disclosure to Law Enforcement**

InterSite Hosting may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

### **Changes to this Policy**

Any changes to our Privacy Policy will be placed here and will supersede this version of our Policy. We will take reasonable steps to draw your attention to any changes in our Policy. However, to be on the safe side, we suggest that you read this document each time you use the website to ensure that it still meets with your approval.

### **Contacting Us**

If you have any questions about our Privacy Policy, or if you want to know what information we have collected about you, please contact us. You can also correct any factual errors in that information or require us to remove your details from any list under our control.