

**OttawaWEB**  
**Virtual Server Agreement**  
*Contract for Data Storage and Transfer*

The following agreement is by and between OttawaWEB of 415 Rougemount Crescent, Orleans, Ontario, K4A 2Y6 and

\_\_\_\_\_ of  
Company Name

\_\_\_\_\_  
Address

WHEREAS, OttawaWEB offers storage and transfer services over the Internet (web hosting services),

WHEREAS, Client seeks to utilize these services for its own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore OttawaWEB can make no guarantee that any given reader shall be able to access the servers at any given time. OttawaWEB represent that it shall make every good faith effort to ensure that servers are available as widely as possible and with as little service interruption as possible.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

**1. Financial Arrangements:**

- Client agrees to a one (1) month contract beginning upon OttawaWEB's receipt of said contract by fax, mail or express mail.
- OttawaWEB offers several hosting options and plans. This contract covers the initial options chosen by the client as well as any additional options requested by the client. The hosting worksheets completed by the client either in writing or online will be part of this hosting agreement.
- First one (1) month's payment plus hosting and setup charges, if any, shall be due upon receipt of contract.
- This agreement will automatically renew for successive one (1) month periods unless cancelled in writing prior to the monthly renewal date. Client will receive an invoice for charges and payment is due upon receipt. Renewal prices are guaranteed for the first 12 months of service and thereafter subject to change. Renewal of services by Client indicates agreement to Contract revisions.
- NSF cheques will incur a service charge of \$25.00 and all outstanding invoices will become due and payable immediately.

**2. Taxes:**

- OttawaWEB charges GST on all services rendered including hosting. The Client is responsible for any taxes or charges on products it sells from its web site.

**3. Material and Products:**

- Client will be responsible for all material and content on the site. OttawaWEB will make no effort to validate this information for content, correctness or usability. OttawaWEB can validate the information for usability if contracted to do so as web developer.
- OttawaWEB will exercise no control whatsoever over the content of information passing through the network. OttawaWEB will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruption by any cause or errors or omissions of the Client. OttawaWEB expressly limits its damages to the Client for any non-accessibility time or other down time to the prorated monthly charge during system unavailability. In the event that data is not "server-ready", OttawaWEB may at its option reject this material, notify the Client and afford Client the opportunity to amend or modify the material to satisfy the needs and/or requirements of OttawaWEB. If the Client fails to modify the material, as directed by OttawaWEB, within a reasonable period of time,

which shall be determined between the parties themselves, the Agreement shall be deemed to be terminated.

**4. Trademarks and Copyrights:**

- The Client warrants that it has the right to use the applicable trademarks, if any, and grants OttawaWEB the right to use such trademarks in connection with OttawaWEB's server service.

**5. Age**

- The Customer certifies that he or she is at least 18 years of age.

**6. Internet Etiquette:**

- Electronic forums such as mail distribution lists and Usenet newsgroups all have expectations regarding subject areas and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources offered by OttawaWEB may not be used to impersonate another person or misrepresent authorization to act on behalf of others or OttawaWEB. All messages transmitted via servers provided for your use by OttawaWEB should correctly identify the sender; users may not alter the attribution of origin in electronic messages or postings. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.

**7. Termination**

- This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notwithstanding the above, OttawaWEB may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement.

**8. Lawful Purpose:**

- Client may only use OttawaWEB's services for lawful purpose. Transmission of material in violation of any Federal, Provincial or local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

This Agreement constitutes the entire understanding of the parties. Both parties upon renewal of services thereto agree to any changes or modifications to this Contract.

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and of the Internet.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date