

## **BALL MEDIA HOSTING TERMS AND CONDITIONS**

### **1. WARRANTY**

There is a 99% Uptime warranty with all of our hosting services. In the unlikely event that any downtime is in excess of 1% a pro-rated credit will be applied to your renewal invoice. The percentage is based on the time period that your payment represents.

### **2. TERMINOLOGY**

In the Terms and Conditions, “we”, “us” and “our” refer to Ball Media “you” or “your” refers to the Client.

### **3. SERVICES**

The “Service” contracted for in this agreement is web-hosting and web development. Web-hosting is the provision of a location on the Internet where client website(s) information is stored for public access. Web development is the design and assembly of the site.

### **4. FEES**

As consideration for the Services, you agree to pay to us all fees (including applicable taxes) as specified for the Service. To be billed yearly on a credit card. Expiring cards will be given two weeks notice to renew or site will be taken off our server.

### **5. TERM OF AGREEMENT**

You agree that this Agreement will remain in full force during the period paid for by you. Under usual circumstances, either party may cancel the service with thirty (30) days notice to the other party.

### **6. MODIFICATIONS TO AGREEMENT**

You agree that we may: (1) revise the terms and conditions of this Agreement; and (2) change the service provided under this Agreement. Any such revision or change will be binding and effective immediately on notification to you by e-mail or regular mail as per the Notices section of this agreement.

If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Service following notice of any revision to this Agreement or change in service, you shall abide by any such revisions or changes.

## 7. WEBSITE CONTENT

You further agree not to use the Services to deliver pornographic materials, as defined in our sole discretion, including, but not limited, to video or images of naked or semi-naked people, or people appearing in sexual situations. If, in our opinion you have used the Services for this purpose, we reserve the right to immediately terminate Services. You further agree not to use the Services to deliver unsolicited bulk e-mail ("spam"). If, in our opinion you have used the Services for this purpose, we reserve the right to immediately terminate Services.

## 8. LIMITATION OF LIABILITY

You agree that our entire liability, and your exclusive remedy, with respect to any Service(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and/or our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your account identifier or password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the interruption of your Service. You agree that we will not be liable for any loss of registration and use of your domain name(s), or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.

We do not warrant that the functions of a Client's Website will meet Client's expectations of traffic or resulting business.

## 9. NOTICES

Notices can be by regular mail or email.

## 10. ENTIRETY

You agree, the rules and policies published by us are the complete and exclusive agreement between you and us regarding our Services. This Agreement supersedes all prior agreements and understandings, whether established by custom, practice, policy or precedent.

## 11. GOVERNING LAWS

The laws are those of the Province of Ontario, Canada.