

## **Hay Communications Terms of Service – Web Hosting**

Hay Communications wishes to provide our customers with a positive web hosting experience. To accomplish this, all customers need to follow the same rules and guidelines. These policies are intended to maintain Hay Communications high quality level of services and make them available to all our customers on a fair, consistent and efficient basis.

By accepting web-hosting services from Hay Communications, you acknowledge your acceptance to be bound by these terms and conditions.

### **Web Site Content**

Our websites may be used for lawful purposes only. While using Hay Communications services, you may have access to services that allow you to send or post materials ("content") and make that content available to others. You must not submit, publish, or display on our Network any defamatory, illegal, inaccurate, abusive, obscene, infringing, or threatening content. In addition, you may not submit, publish, or display any content in violation of any Canadian laws, Federal, Provincial or Local. You are solely responsible for the content you make accessible while using Hay Communications servers and networks. You may not use the service to assist any other person or entity to violate any Federal, Provincial or Local laws, ordinances, or regulations.

Hay Communications is not obligated to monitor the network for the purpose of examining customer's content. You hereby acknowledge that if we are made aware of content that is determined to be, in Hay Communications sole discretion, unacceptable, undesirable, offensive, indecent, obscene, excessively violent or otherwise objectionable, Hay Communications has the right, but not the obligation, to edit, remove or deny access to such content. Hay Communications may disclose any content or records concerning customer's account as required to satisfy any legal requirement, regulation, government request or court order.

Pornography and sex-related merchandising are expressly prohibited on Hay Communications servers. This includes implying sexual content, display of nudity, or any link to adult content anywhere else. This is also true for sites that promote illegal activity of any type or content that may be damaging to Hay Communications servers or any other servers on the Internet. Links to such materials are also prohibited.

In addition, the sale of or promoting bulk email services are not allowed. Non-acceptable content or links include but are not necessarily be limited to:

- Adult Content Sites - Any erotic or pornographic material, links to adult sites, or advertisements for adult sites.
- Pirated Software Sites (Warez) - Any software that is copyrighted and not freely available for distribution without cost; i.e. ROMs, ROM Emulators and MPEG Layer 3 files(MP3).
- Copyright Violations – Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer.
- Hacking/Phreaking-Includes sites with material, links, or resources for hacking, phreaking, viruses, anarchy, or any type of site that promotes or participates in wilful harm to Internet sites or providers.

## **System Security**

Customers may not use the Hay Communications networks to attempt in anyway to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing any data not intended for the customer, logging into any server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network.

Hay Communications will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

## **Use of CGI Scripts**

If any CGI-scripts are deemed to be adversely affecting the server performance or the network integrity, they may be shut down without prior notice. CGI-script sharing with domains not hosted by Hay Communications Internet is not allowed.

## **Excessive Resource Usage**

Any website that uses an excessively high amount of server resources including but not limited to CPU time, memory, and network bandwidth will be given an option of either upgrading their service level or reducing the resource used to an acceptable level.

## **Programs Running in Background**

Background programs are prohibited unless prior approval is received from Hay Communications. Hay Communications will consider requests on a one for one basis. Extra charges will be assessed based on resource requirements or system maintenance.

## **Spamming Not Permitted**

You must not use any Hay Communications network, Hay Communications equipment or any Hay Communications email address in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This shall include the sending of unsolicited mass mailings from any other service that in any way implicates the use of the Hay Communications network, Hay Communications equipment or any Hay Communications email address. A message is considered to be unsolicited if it is posted in violation of a news group charter or if it is sent to a recipient who has not requested or invited the message. Simply making one's email address accessible to the public will not constitute a request or invitation to receive messages, for purposes of enforcing this provision.

When any customer is found to have been engaged in spamming in violation of this agreement, Hay Communications reserves the right to disable that customer's web site without warning. In addition, Hay Communications may impose a \$200penalty for each Spam policy violation. Hay Communications solely reserves the right to refuse or cancel service to spammers. Hay Communications reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

### **Obscenity**

Violation of indecency and/or obscenity laws is not permitted on Hay Communications networks and can result in criminal penalties.

### **Copyrights and Infringement**

Material available to you when using Hay Communications' services may be subject to protection under Canadian or other copyright laws, or laws protecting trademarks, trade secrets and/or proprietary information. Except when expressly permitted by the owner of such copyrights, you must not use the Hay Communications service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, that you access or receive through the Hay Communications network. If you use a domain name in connection with the Hay Communications service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

### **Defamation Prohibited**

Defamatory speech distributed over the Internet can result in civil liability for the defamer.

### **Refusal of Service**

Hay Communications reserves the right at its sole discretion to refuse or cancel service. Violation of any of Hay Communications' Rules and Regulations could result in a warning, suspension, or possible account termination.

### **Hay Communications to be Held Harmless**

Customer agrees that it will protect, indemnify, save and hold Hay Communications, harmless from any and all stipulations, liabilities, losses, expenses and claims, as well as reasonable attorney's fees assessed against Hay Communications, its agents, customers, officers, employees and administration that may arise or result from any service provided or performed or agreed to be performed or any product sold by it's customers, agents, employees or assigns. Customer agrees to defend, indemnify and hold Hay Communications harmless against liabilities arising out of;

1. Any injury to person or property caused by any products sold or distributed in association with Hay Communications services;
2. Any material furnished by customer infringing or allegedly infringing on the proprietary rights of a third party;
3. Copyright violation and any defective products sold to a customer from Hay Communications services.

### **Disclaimer**

Hay Communications will not be responsible for any damages your business may suffer. Hay Communications makes no warranties of any kind, expressed or implied for services we provide. Hay Communications disclaims any warranty or merchantability or fitness for a particular purpose. This includes data loss resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions of any kind caused by Hay Communications and its employees. Hay Communications reserves the right to amend or update these policies without notice. Failure to follow any terms and conditions may result in account deactivation.

Finally, Hay Communications wishes to emphasize that in accepting services, customers indemnify Hay Communications for the violation of any law or Hay Communications policy, that results in loss to Hay Communications or the bringing of any claim against Hay Communications. This means that if Hay Communications is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against Hay Communications Internet, plus costs and reasonable attorneys' fees.

Should any portion of this Terms of Use Agreement be found to be in violation of any law in any locality, then this agreement shall be deemed to be modified only to the extent necessary to be considered legal and enforceable in such locality only.