

Contract for Virtual Server with Canaca.com

- Content

Transmission, storage, or presentation of any information, data or material in violation of any Canadian Federal, Provincial or City law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless AMS from any claims resulting from the use of the service which damages the subscriber or any other party.

Also prohibited are sites that promote any illegal activity or present content that may be damaging our servers or any other server on the internet. Links to such materials are also prohibited.

Examples of unacceptable content or links: Pirated software hacker programs or archives, warez sites, Any Site that consumes more than 10% of system resources

Following are a list of sites that will often require more than 10% of our systems resources: Multiple domains residing at a single IP address, domains with archives or galleries, (i.e. .gif, .jpg, .exe, .zip, .tar, etc.), and domain accounts offering download files.

We are not saying that your web site can not contain such files, however if at any time they consume 10% or more of our systems resources you will be contacted to resolve the problem

Traffic Usage

All account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill \$6.00 for each gig of traffic exceeded.

Spamming, or the sending of unsolicited email, from any of our servers or using an email address or domain that is maintained on our server machine as reference is STRICTLY prohibited. Canaca.com will be the sole arbiter as to what constitutes a violation of this provision.

Chat Rooms

We do not allow clients to install their own chat rooms. These tend to be a large drain on system resources and we cannot allow it as an account option.

Background Running Programs

We may allow programs to run continually in the background. These are considered on a case-by-case basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

IRC

Sorry, but we currently do not allow IRC or IRC bots to be operated on our servers.

Server Abuse

Any attempt to undermine or cause harm to a server, or customer, of Canaca.com is strictly prohibited.

Refusal of Service

We reserve the right to refuse, cancel, or suspend service at our sole discretion.

Billing

*******All prices are in U.S funds*******

*******All terms are due upfront*******

Recurring Billing: We do not send out invoices. All credit cards are billed automatically on their renewal dates. If you do not want to renew your account please cancel the account on or before the renewal date. Cancellations can be sent to accounting@canaca.com Please make sure you obtain the cancellation ID or ticket number for your request to confirm cancellation of service.

Non payment: It is the client's responsibility to ensure that they have sufficient credit to cover this transaction. In the event that there is insufficient credit, as a courtesy we will send an email notification at which point we will need to be provided with another credit card within 48 hours. If we do not receive a response within 48 hours the account will be deactivated and any accounts under that account plan.

Account Deactivation: Any account deactivated due to non-payment must contact the billing department to reactivate it. We cannot guarantee that your account will be activated or that the data will be fully intact for over due accounts.

30 Day Money Back Guarantee/Refunds –

The 30 day guarantee is not a trial. It's a guarantee of the service that we had promised you. If you have become unsatisfied with our services within the first 30

days due to "service that we promised you but did not provide", Canaca.com will refund your hosting fee.

Cancellations: Cancellations can be sent to accounting@canaca.com Please make sure you obtain the cancellation ID or ticket number for your request to confirm cancellation of service.

If you do not want to renew your account please cancel the account on or before the renewal date. No refunds will be issued after first 30 days of service. The 30 Day Money Back Guarantee does not apply for renewals.

Limitation Of Liability

Canaca.com shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Canaca.com servers going off-line or being unavailable for any reason whatsoever. Furthermore, Canaca.com shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Canaca.com. All damages shall be limited to the immediate termination of service.

Violations of these Acceptable Uses Policies should be referred to Canaca.com Web Team. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

Disclaimer

Canaca.com cannot be held liable for system downtime, crashes, or data loss. We cannot be held liable for any predicted estimate of profits in which a client would have gained if their site was functioning. Thus, certain equipment, routing, software, and programming used by Canaca.com are not directly owned or written by Canaca.com. Moreover, Canaca.com holds no responsibility for the use of our clients accounts. If any terms or conditions are failed to be followed, the account in question will be automatically deactivated. We reserve the right to remove any account without advanced notice for any reason without restitution as Canaca.com sees fit.

Account Activation

By activating your account with Canaca.com, you agree to the above policies and disclaimer. Upon requesting an account activation, you are required to accept these policies, guidelines, and disclaimer and a copy of your acceptance is forwarded along with your activation request to be maintained within your account information.

NOTICE: If you sign up for an account and do not follow our terms. No refunds will be given. We will however let you know by email or phone before any action is taken and you will have a chance to solve the matter.

FURTHERMORE, Canaca.com retains the right to change any or all of the above Policies, Guidelines, and Disclaimer without notification.