

Contract For Virtual Servers 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 and 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 for a long period of time.

-Traffic Usage

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

Spamming, or sending of unsolicited e-mail, from any of our servers or using an e-mail 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.

-Background Programs

We do not install or allow any programs required to run through root access on the servers. Most scripts can be run through the user's own account and does not require root access. If at any time you are trying to install programs that require root access to any machine then you will need to upgrade to a vps or dedicated server.

-IRC

Sorry, but we currently do not allow IRC or IRC BOTS to be operated on our servers. We block all ports for IRC through our machines.

-Server Abuse

Any attempt to undermine or cause harm to a server or customer of canaca.com is strictly prohibited. Leeching causes overloading and rapidly damages hard drives and negatively affects other clients on the server. Sites that are dedicated to file distribution (eg. file sharing programs) are also not permitted. Any web site found to contain any of the these violations will be flagged and content will be removed from servers without notice.

-Backups

Due to overload on the servers we have changed the backup policy. Any site that is over 1GB of data we will not backup. This has been done in the past however compressing the files, copy and extract took too much CPU resources thus crashed the server and caused problems for everyone. Anything under 1GB will be backed up as usual every 3 - 5 days. We also suggest that you backup your site as often as you see fit just in case there is some sort of corruption in our backup servers and we cannot retrieve the information properly. Canaca.com will not be responsible for any loss data.

-Refusal of Service

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

-Billing

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

*******All terms are due up front** *****

*******Conversion Rate into Canadian Dollars is preset to 1.2** *****

Recurring Billing: We do not send out invoices automatically. All credit cards are billed automatically on there renewal dates. If you do not want to renew your account please cancel the account on or before the renewal date. Cancellations must be done by e-mail and sent to accounting@canaca.com or billing@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 e-mail 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 automatically downgraded to a 3 month term. If that still fails then 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 overdue accounts.

- 30 Day Money Back Guarantee/Refunds

The 30 day money back guarantee is not a trial. It's a guarantee of service that we had promised you. If you have become unsatisfied with our services with the first 30 days due to "service that we promised you but did not provide", canaca.com will refund your hosting fee. If the issue is related to something that we did not promise you to provide then this 30 day money back guarantee will not apply.

- Cancellations

Cancellations can be sent to accounting@canaca.com or billing@canaca.com. Please make sure keep the ticket ID that is sent to you in the auto responder for future reference.

If you do not wish to renew your account please cancel the account before the renewal date. The 30 day money back guarantee only applies for the first 30 days of service not the first 30 days of the renewal date.

- Limitation of Liability

Canaca.com shall not be responsible for any claimed damages, including incidental or 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 any corruption or deletion of any web site from one of our servers. All damages shall be limited to the immediate termination of service.

Violations of these acceptable user Policies should be referred to canaca.com. 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 and 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 e-mail or phone before any action is taken place 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 Disclaimers without notification.

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