

Kaatt's WebDesign

## **Hosting Terms of Service Agreement**

Last Updated: November 5, 2009

## KAATT'S WEBDESIGN HOSTING TERMS OF SERVICE

THIS AGREEMENT (hereinafter "Agreement", "Terms of Service", "TOS" or "Terms") CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND Kaatt's WebDesign ("WE" OR "US") a provider of retail web hosting ("Services").

PLEASE READ THIS AGREEMENT CAREFULLY. BY AGREEING TO OUR TERMS OF SERVICE AND ACCEPTABLE USE POLICY, YOU ARE AGREEING TO BE BOUND BY THE CONDITIONS AND TERMS OF THIS AGREEMENT. If you have questions about this Agreement or our Acceptable Use Policy ("AUP") please contact us.

### Terms of Service

1. This service Agreement is between Kaatt's WebDesign (hereinafter "we," "our," or "us") and you, our Customer (hereinafter "Customer," "you" or "your").
2. Kaatt's WebDesign, as your web hosting service provider, will supply Customer with a shared web hosting solution according to the specifics of your plan.
3. You warrant that the contact information, as listed on "New Client Information" form, is correct, complete and an accurate representation of your contact details. You also warrant that you are a valid representative of the entity or organization listed on our signup form, and are at least 18 years of age.
4. This Agreement represents the entire agreement between you and Kaatt's WebDesign in regards to hosting services, and supersedes any and all other communications and any course of performance or course of dealing, except as modified by revisions of this posting by Kaatt's WebDesign or written agreement by an authorized officer of Kaatt's WebDesign (provided, however, that any such revised posting shall take effect prospectively from the date of the posting.)
5. Any of the terms, prices or services offered can be amended, modified or updated by Kaatt's WebDesign at any time.

### Customer Responsibility

1. Customer is responsible for not altering the content of the website files without the notification of Kaatt's WebDesign. Hosting space is intended for normal use only, and is limited to Web files, e-mail and content of the hosted Web sites, not for storage of media or other data. Hosting space may not be used as offsite storage for electronic files or for third party electronic mail or FTP hosts. Failure to adhere to this so may result in removal and deletion of such materials, and/or in discontinuation of your services or account, which actions we may take in our sole discretion.

2. Customer is responsible for updating and maintaining contact and billing information with Kaatt's WebDesign. Any changes to the Customer contact information must be made by contacting our Support Team. Customer is responsible for ensuring that Kaatt's WebDesign is able to notify the Customer for technical, billing or other issues or purposes deemed necessary by Kaatt's WebDesign to maintain the account.

#### Lawful Purpose

1. Kaatt's WebDesign reserves the right to refuse service to anyone in violation of our Terms of Service set forth below or anyone using the provided networks or servers for unlawful purposes.
2. Customer agrees to abide by all terms outlined in our AUP. Any violation of those terms will result in the actions outlined in our AUP.

#### Complaints Against Customer

(excluding Trademarks and Copyright complaints)

1. Kaatt's WebDesign does not routinely review the Web site content or e-mail of our Customers. In some situations, as outlined herein or in our AUP, we will review and remove files, Web site content or e-mail to validate compliance with our AUP.
2. We take no responsibility for the content or information contained on our Customers' Web sites or within their e-mail. The opinions and views expressed in the Web pages hosted by Kaatt's WebDesign do not necessarily reflect our views. The contents of the Web pages hosted by Kaatt's WebDesign are not necessarily monitored or reviewed in any way after they appear on the Internet.

#### Payment Policies - General

1. Hosting accounts will not be activated or reactivated without prior payment.
2. All hosting renewal fees are due on or before the due date of the renewing account.
3. Incomplete, incorrect or questionable signup information can result in an account NOT being activated. Some accounts may be placed on hold for up to 72 hours, pending review of information received.
4. Any losses or expenses experienced by the Customer, due to actions taken by Kaatt's WebDesign in response to Customer non-payment, are not the responsibility of Kaatt's WebDesign.

#### Payment Policies - Payment Processing

1. Kaatt's WebDesign accepted methods of payment are cash, cheque, PayPal payment.
  1. NSF Cheques will be subject to a 25% service fee
  2. PayPal Payments will be subject to a \$2.50 service fee

2. By purchasing hosting services, you are agreeing to allow Kaatt's WebDesign to place your account on a recurring payment plan. The account will automatically be re-billed according to the terms of the plan you select.
3. If we are unable to process a payment for your hosting plan by its due date, we will add a 10% Late Payment Penalty.
4. If we are unable to process your payment within 3 days following your due date the account will be cancelled for non-payment and you will not be able to access your Web site or e-mail.
5. When an account is cancelled, all copies of the Web site and e-mail files are permanently and irretrievably removed from our servers.
6. If we are required to recover files due to a cancelled account, we may bill up to \$50.00 for our data recovery time and effort.
7. If an account has been suspended/cancelled for non-payment, it will only be reactivated upon payment of all overdue fees (including any late penalties and data recovery fees.)
8. There will be no refunds of fees paid if an account is cancelled.
9. It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, cheques or fabricated currency. A determination of such misuse or fraudulent use shall be in our sole discretion. Further, we may report all such misuses and fraudulent uses (as determined by us in our sole discretion) to appropriate government authorities, credit reporting services, financial institutions and credit card companies. In these situations, you shall have waived any and all rights to privacy.

#### Cancellation Policy

1. You are free to cancel your account at any time. Similarly, we reserve the right to cancel any account at any time, for any reason, including, but not limited to, a breach of this Agreement or the AUP.
2. Fees for products and services are non-refundable, unless there is an express money-back guarantee.
3. If you do not wish to continue hosting with Kaatt's WebDesign, it is your responsibility to contact our Support Team to cancel your account. You will need to indicate when you would like to cancel the account.
4. Transferring a domain to a new hosting Company does not constitute canceling an account with Kaatt's WebDesign.
5. If you have a question concerning a charge you believe is incorrect, please contact us at [contact@kaattswedesign.ca](mailto:contact@kaattswedesign.ca).

#### Electronic Commerce

1. Customer is responsible for ensuring that products or services sold or made available via our services are legal and accurately represented and that the content of the store and related offerings do not infringe the rights of others.

2. Customer is responsible for fulfilling all the online store needs such as order fulfillment, shipping, data security, etc.
3. Customer is responsible for the security of Customers' credit cards and personal information.
4. Kaatt's WebDesign is not liable for any fraud, disputed business transactions, undelivered goods or other improprieties between Customers and their Customers.

#### Web Site Accessibility

1. We will use all efforts to ensure that Customers' Web sites are available to third parties via the Internet 24 hours a day, seven (7) days a week, excluding scheduled maintenance and regular system repairs as initiated by hosting services.
2. However, due to the nature and complexity of online services, we cannot guarantee the availability of (i) our Web site, (ii) any Customer Web site or other Web site, information or material hosted by us, or (iii) the products and/or services available on or through any of the above.

#### Acceptance of Commercial Relationship and E-mail Communications

1. By purchasing Services, you are agreeing to this commercial relationship with us. As such, you agree our communications to you are solicited e-mails and not SPAM.
2. From time to time, we offer our Customers the opportunity to participate in special offers, contests or surveys, and we may feel it is important to notify you about new products and services through promotional materials and newsletters. You may choose to opt out of receiving these notifications either by responding to the unsubscribe instructions included in the e-mail or by contacting our Support Team.

I hereby agree to the terms specified in the Kaatt's WebDesign Terms of Service Agreement.

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Signature

Business/Organization Name (PLEASE PRINT)

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Name (PLEASE PRINT)

Date (MM/DD/YYYY)