



Questions?

If you have any questions regarding our terms of Service; please feel free contact us with your questions by calling (250) 586-HOST (4678) or email info@hosting-nation.com.

Contact Information:

Hosting Nation Data Inc. 10-1176 Franklin's Gull Rd Parksville, B.C. Canada V9P 2M9 Phone: (250) 586.4678 www.hosting-nation.com info@hosting-nation.com

TERMS OF SERVICE

This agreement documents the terms of service for web accounts provided by "Hosting Nation" Dbal/ Hosting Nation Data Inc. (hereinafter 'Hosting Nation') to the account holder. This is the Terms of Service for all web sites operated by Hosting Nation Data Inc., administrator of Hosting Nation (www.hosting-nation.com) and TOTALSnap (www.totalsnap.ca). Use of a Hosting Nation account indicates acceptance of the terms of this agreement by the account holder. This agreement contains the full understanding of the parties with respect to the subject matter hereof. Any email correspondence with the account holder which is in any way inconsistent with, or which adds to, the provisions of this agreement is null and void.

ACCOUNT USAGE

Any use which interferes with the server's ability to function, including but not limited to its primary purpose of publishing web documents, is prohibited. Hosting Nation takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of Hosting Nation may not use or permit others to use our network to transact in UCE. Customers of Hosting Nation may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service. Violation of Hosting Nation's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Hosting Nation will initiate an immediate investigation (within 48 hours of notification). During the investigation, Hosting Nation may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Hosting Nation may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Hosting Nation reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Hosting Nation will notify law enforcement officials if the violation is believed to be a criminal offense. Please note that if you do any mass-mailing you MUST properly identify the source of the e-mail, additionally you MUST supply an easy and concise method for the recipient to remove themselves from your mailing lists. Any further contact between you and the person who requested removal will be considered SPAM and may result in termination of your hosting account. All mass-mailing lists you use MUST be opt-in only, you cannot use so called "targeted" e-mail services or e-mail CD services for mass-mailing purposes with our accounts. Use of the Hosting Nation facilities to provide software or lists for mass mailing unsolicited email is prohibited. Use of the Hosting Nation facilities to commit network abuse (including, but not limited to, denial of service (DOS) attacks including, but not limited to, ping bombing, email bombing,

"smurf", "winnuke", "land", "teardrop", etc.) or otherwise compromise the security of hosts or networks is prohibited. All data stored or transmitted must be legal under all applicable Canadian laws. The account holder is solely responsible for determining the legality of their data which is stored or transmitted. Hosting Nation assumes no liability for any and all data stored or transmitted by any account holder. Should the account holder become the target of a network attack, Hosting Nation reserves the right to take any and all necessary actions (including, but not limited to, temporary suspension of the account holder's account) required to return server or network operation to normal. While Hosting Nation employs its best efforts to maintain the integrity of data and communications including, but not limited to, email, network use, and the contents of user directories, Hosting Nation makes no assurances, guarantees, or warranties with regard to the privacy of any and all aforementioned information and communications. Hosting Nation invoices account holders monthly or annually for hosting and annually only for domains. Invoices are automatically sent out 15 days previous to the due date and payment is required on or before the due date. Overdue accounts may be terminated or suspended at Hosting Nation's sole discretion. Hosting Nation reserves the right, at its sole discretion, to issue special invoices when the balance due will be more than \$100 (Canadian funds) over the base monthly service fee. A late payment fee will be assessed on all accounts at a rate of 24% per annum (2% monthly). Hosting Nation may terminate service to the subscriber at any time, without notice, for violation of this agreement. Hosting Nation is not responsible or liable for any damages or harm to the account holder resulting from such termination. The account holder may terminate their account at any time by notifying Hosting Nation via email to info@hosting-nation.net, or by postal mail to Hosting Nation Data Inc., #10 - 1176 Franklin's Gull Road, Parksville, BC. V9P 2M9, Canada.

CANCELLATIONS & REFUNDS

If you cancel your account or services prior to the end of the initial term or the renewal term, whichever is applicable, Hosting Nation shall not refund any fees paid in advance of such termination. For account cancellation requests indicating the account is to be cancelled at the end of the term, the client shall retain full rights to the account until the current billing term is concluded. On the first day following the expired term, the account shall be terminated. It is the responsibility of the client to ensure that all data and e-mail is downloaded prior to such time, as once the account is cancelled all data is automatically erased, and the account can not be reopened without renewing for an additional term. All cancellation requests will be processed within 14 days, so if you wish to discontinue services with Hosting Nation - please provide a minimum of 14 days notice to ensure that your account does not incur charges into the next billing period. Clients who choose to have their account cancelled immediately will lose access to all data and e-mail as soon as the virtual authorization is received or on the day the postal mail cancellation request is received. It is essential that the client has downloaded all e-mail and data prior to such request, as once the request is processed, the data is erased immediately and the account can only be reopened by renewing the account for an additional term. Hosting Nation may terminate this Agreement at any time and for any reason by providing to you written notice of termination. If Hosting Nation terminates this Agreement, Hosting Nation shall decide at its sole discretion if a refund is applicable unless otherwise expressly provided herein. At the discretion of the client, any remaining time in a cancelled hosting account can be donated to Hosting Nation for the explicit use of providing free hosting services to various non-profit organizations. If you wish to donate the remaining time in your hosting account, please send a cancellation request along with permission to transfer your remaining hosted services to info@hosting-nation.net indicating you wish to donate to a non-profit organization of our choice.

RESELLER/PARTNER CLAUSE

Hosting Nation reserves the right to suspend services or bill clients directly in the case of unresolved outstanding payments by its authorized active resellers and partners.

LIABILITY

Your use of our Internet sites or any of the information, links, products or services offered on those sites (collectively, the "Services") is subject to these Terms of Use (these "Terms"). "Hosting Nation", at its sole discretion, may change the Terms, conditions and operation of this website (www.hosting-nation.com) at anytime without notice to you. By using this Site and/or any of its Services, you agree to the Terms, including any modifications we make, and further waive any rights or claims you may have against Hosting Nation. Use of the Hosting Nation services, including, but not limited to, the storage of information, is at the sole risk of the account holder. Hosting Nation does not warrant or guarantee either the results to be obtained from the service or that the service will be uninterrupted or error free. Hosting Nation's services are provided on an "as is" basis without warranties of any kind, either express or implied. Neither Hosting Nation nor anyone else involved in creating, producing, or delivering Hosting Nation's services shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of Hosting Nation, the inability to use Hosting Nation, or any breach of any warranty. The account indemnifies and hold harmless Hosting Nation against any and all loss, damage, cost, and expense which Hosting Nation may incur or become liable for by reason of claims or actions for including, but not limited to, slander, defamation, libel, violation of privacy rights, plagiarism, copyright infringement, and claims arising in connection with data transmitted pursuant to the terms and provisions of this agreement and any claims or suits resulting from the account holder's use of the service including, without limitation, the expense and cost of defending any and all such claims and actions, except where such claims result solely from the negligence of Hosting Nation's failure to perform its obligations under this agreement. In no event shall "Hosting Nation Data Inc." or its subconsultants of any tier be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. The total liability of "Hosting Nation Data Inc.," and its employees and consultants, for all losses, damages, costs, and expenses, including attorneys fees, shall not exceed the aggregate amount paid to "Hosting Nation Data Inc." under this Agreement, regardless of the legal theory under which such liability is imposed. Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein. Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

COPYRIGHTS & TRADEMARKS

If Hosting Nation is informed of an alleged copyright or trademark infringement involving an account, Hosting Nation will attempt to notify the account holder of those allegations and secure a response. Hosting Nation may, in its sole discretion, remove or terminate the account containing, on a temporary or permanent basis, materials which Hosting Nation believes may create, constitute, or contribute to copyright or trademark infringements. The account holder expressly waives the right to assert any claims against Hosting Nation for any such removal or termination. The content available through www.hosting-nation.com is the sole property of Hosting Nation or its advertisers, suppliers or licensors. All material published on our sites, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and Flash animation, are protected by patent, copyright, trademark and other intellectual property laws. Except as otherwise explicitly agreed in writing, Hosting Nation-owned content received through www.hosting-nation.com may be downloaded, displayed, reformatted and printed for your personal, non-commercial use only. Content owned by Hosting Nation advertisers, suppliers or licensors may be subject to additional restrictions. You agree not to modify, reproduce, retransmit, distribute, disseminate, sell, publish, create derivative works of, broadcast, circulate or in any way exploit any of the materials or content received through www.hosting-nation.com to anyone without Hosting Nation's express prior written consent. You may be exposed to content that you find offensive, indecent, or objectionable or that is inaccurate, and you bear all risks associated with using that content. We have the right, but not the obligation, to remove any content that may, in our sole discretion, violate these Terms or that is otherwise objectionable. Our sites contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. We have no control over sites that are not ours, and we are not responsible for any changes to or content on them. Our inclusion on our sites of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site. By using www.hosting-nation.com, you agree under penalty of perjury to make the following statements:

1. I am of legal age to view material discussed above, in accordance with the laws of the region in which I reside.
2. Any material that I am viewing is exclusively for my own personal use and I will not give, sell or otherwise provide any of it to anyone else.
3. I believe I have the unalienable right to read and/or view any type of material I choose. I am aware of the standards of my local community with respect to the materials offered on www.hosting-nation.com; I am familiar with the materials offered by www.hosting-nation.com; and I represent, warrant and certify that the links, information, and use of materials on www.hosting-nation.com do not violate any standard or law that applies to me.
4. In the event that a law that applies to me comes in to affect that would prevent me from viewing material on www.hosting-nation.com, I agree to no longer access www.hosting-nation.com. I recognize that www.hosting-nation.com has no control over the content of websites which are listed or linked on it and that it takes no responsibility for the content of those other sites.

This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, and, where applicable, by Canadian federal legislation. In the event of any dispute, legal or otherwise, between Hosting Nation, the account holder, and any third party, the account holder agrees that the matter shall be resolved in British Columbia. Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control. We have several different e-mail addresses for different queries. These, & other contact information,

can be found on our Contact Us link on our website or via Hosting Nation literature or via Hosting Nation's stated telephone, facsimile or mobile telephone numbers. Hosting Nation reserves the right to change these conditions from time to time as it sees fit and your continued use of www.hosting-nation.com will signify your acceptance of any adjustment to these terms. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. You are advised to re-read this statement on a regular basis.

TERMS & CONDITIONS OF HOSTING TRANSFERS

When you transfer your hosting to Hosting Nation Data Inc., Hosting Nation Data Inc. will credit your account with the remainder of time left on your hosting package to a maximum of one year. Credits are added to the end of your first year's hosting with Hosting Nation. You must purchase one year of hosting to be eligible for a credit. Credits may not be redeemed for cash or a rebate. To receive a credit for hosting, you must provide proof of expiration date in writing. Acceptable documents include invoices or any official documentation from your current webhost indicating the expiration of your current hosting account.