

Hosting Agreement

GCS Technology Services Inc provides web hosting to a large number of clients, and we have a responsibility to protect each client and provide the best services available. The following guidelines have been established to insure this intent is met.

Content:

All services provided by GCS Technology Services Inc may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Canadian and United States Federal, Provincial/State 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 secrets and other statutes. GCS Technology Services Inc is not responsible for any claims resulting from the use of our service. The subscriber agrees to indemnify and hold us harmless from any claims resulting from the use of the service which damages the subscriber or any other party. Usage

Policy:

hosting services cannot be used for the purpose of:

- 1. Pornographic or illicit material of any type (adult sites)
- 2. Escort Services
- 3. Illegal products or Services (firearms, drugs, alcohol, tobacco)
- 4. Organizations involved in pyramid selling
- 5. Email Spamming
- 6. Unlawful activities.
- 7. Is considered offensive by the web community in general.
- 8. Promotes injury or physical harm against any group or individual.
- 9. Promotes or teaches illegal activities.
- 10. Exploits or depicts children in a negative or sexual way.
- 11. Infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including but not limited to: pirated computer programs, cracker utilities, warez and software serial numbers or registration codes.
- 12. Violates any law, statute, ordinance or regulation governing the Customer's business or activities, including without limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, trade in firearms, privacy, data transfer and telecommunications.

Pornography and sex-related merchandising are prohibited on any GCS Technology Services Inc server. This includes sites that may infer sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to GCS Technology Services Inc servers or any other server on the internet. Links to such materials are prohibited. This also includes, but not limited to pirated software, hacker programs/archives,

and Warez sites. GCS Technology Services Inc will be the sole arbiter as to what constitutes a violation of these provisions.

Chat Rooms:

We do not allow clients to install their own chat rooms. These tend to be large system hogs and we cannot allow it as an account option. We do provide a choice of Java chat rooms for a small extra charge that will more than fill your needs and run without hindering the performance of the server for others.

Background running programs:

GCS Technology Services Inc allows programs to run continually in the background. These are considered on a one to one basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

CGI Scripts:

Each account comes with its own cgi-bin. You are free to use any CGI scripts you wish, however we reserve the right to disable any CGI script that effects normal server operation.

IRC:

We currently DO NOT allow IRC or IRC bots to be operated on our servers.

Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from a GCS Technology Services Inc server or using an email address that is maintained by GCS Technology Services Inc is STRICTLY prohibited and will qualify your site for immediate deactivation with no refund. GCS Technology Services Inc will be the sole arbiter as to what constitutes a violation of this provision.

Server abuse:

Any attempts to undermine or cause harm to any GCS Technology Services Inc server or customer of GCS Technology Services Inc is strictly prohibited.

Downtime:

We cannot be held liable for system downtime or crashes. Also, we cannot be held liable for any estimated "profits" a site "predicts" they would have gained if their site was functioning. GCS Technology Services Inc holds no responsibility for the use of our clients' accounts.

Indemnification:

Customer agrees that it shall defend, indemnify, save and hold GCS Technology Services Inc harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against GCS Technology Services Inc, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless GCS Technology Services Inc against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with GCS Technology

Services Inc server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement. Hosting resellers are responsible for the actions of their clients. (4) Cancellation of service by client must be made 30 days prior to the end of a term, by email or written letter faxed or mailed to our office. No refund will be issued if service is cancelled during a term.

Refusal of Service:

We reserve the right to refuse or cancel service at our sole discretion which includes non-payment or delinquent accounts.

Disclaimer:

GCS Technology Services Inc will not be responsible for any damages your business may suffer. GCS Technology Services Inc makes no warranties of any kind, expressed or implied for services we provide. GCS Technology Services Inc disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, and any and all service interruptions caused by GCS Technology Services Inc and its employees. GCS Technology Services Inc reserves the right to change or update policies without notice. 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 GCS Technology Services Inc sees fit. By signing up for our web hosting services, you agree to the above statements.

Entire Understanding:

The agreement contained in the Contract constitutes the sole agreement between GCS Technology Services Inc and the client regarding its web hosting services. GCS Technology Services Inc will be the sole arbiter as to what constitutes a violation of the terms of this agreement. Violation of the terms in this agreement will result in the immediate deactivation of your hosting and/or email services with no refund. This agreement becomes effective only when payment is received from the client or client representative. It shall be governed and construed in accordance with all Provincial, Federal and International laws.