



## W3 INTERNATIONAL MEDIA LTD.

1928 West Broadway, Vancouver, British Columbia, Canada V6J 1Z2  
[T] 604.871.9899 [F] 604.871.1108 [E] info@w3media.com

W3MEDIA.COM  
Web Design

W3REGISTRY.COM  
Domain Registration

W3MEDIA.NET  
Web Hosting

## STANDARD WEB SERVICE TERMS AND CONDITIONS

### General Use of Services:

W3 International Media's services should only be used for lawful purposes. Transmission of any material in violation of any Federal, State, Provincial or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or material protected by trade secrets. You, the customer, are responsible for all materials appearing on the website you host with W3. The onus is on the customer to make sure that legal guidelines are met.

W3 International Media at its own discretion may revoke at any time your access to our services for abusive conduct on the system and/or the Internet and its resources as a whole. The customer agrees that W3 International Media and its officers are the authority that defines abusive conduct to the system, and definitions of abuse may periodically be amended.

### Abuse:

Abuse includes, but is not limited, to the following: unsolicited mass e-mail campaigns, websites involved with spam activities (whether or not the spam is propagated through W3's network), network abuse, use of sniffers, hacking tools, and any other activity that in W3's opinion generates serious or repeat complaints. There is Zero Tolerance for abuse. Penalty for abusive conduct is immediate disconnection with no refund.

### Access to Account:

W3 International Media will only deliver information about the account status or make any changes on the account if solicited by the customer/account holder or by the person who has knowledge of the username and password on the account.

### Limitations:

The customer agrees to indemnify and hold harmless W3 International Media Ltd. and its officers and employees from any claims resulting from damages to the customer or another party as a result of the use of the service. W3 International Media Ltd. will strive to provide continuous service, however W3 International Media will not be responsible for any damage you suffer resulting from delays, non-deliveries, service interruptions or other causes, whether under W3's direct control or not.

### Legal age requirement:

W3 International Media requires that its agreements be made with a person who is qualified to contract. As such, applicant/customer must be at least the age of majority in the applicant's province/state on the date of application (usually eighteen (18) years or older). Otherwise, a parent or guardian must accept this agreement and enclose the proper payment.

### Payment:

Payments may be made by cheque, money order, online banking, credit card, as well as in-person by cash or debit card. If a payment is not received at the W3 payment center by the due date indicated on your statement, a late charge will apply. Setup charges and prepaid services are non-refundable. A \$35 fee will be charged for each NSF cheque.

### Suspension and Reconnection:

Services will be suspended on accounts over 60 days past due or at W3's discretion when the customer's payment history warrants such action. While an account is suspended, any request for service including domain transfers will be denied. The balance of the account plus any late payment fees and surcharges must be paid in full (by certified cheque, money order or credit card) before any service resumes. A reconnection fee applies after suspension.

### Right of Refusal:

W3 International Media Ltd. reserves the right to refuse service to any applicant at its discretion.

### Warranty:

Customer agrees that the service is provided "as-is" without any warranties of any kind. If the customer is dissatisfied with the service or with any terms, conditions, rules, policies, guidelines, or practices of W3 International Media Ltd. in operating the service, the customer's sole and exclusive remedy is to terminate this agreement with a written notice, and discontinue using the service.

### Service Period:

The service period is specified in attachment(s) to these general terms & conditions.

Unless otherwise specified, monthly services will renew monthly until terminated, and yearly services will renew yearly until terminated.

### Termination:

To terminate an account, a signed letter of termination with a minimum of 7 days notice must be received from the account holder. W3 will terminate your account on the effective date as instructed; however, termination dates cannot be retroactive.

**Use of W3 International Media web services constitutes acceptance of these Terms and Conditions.**

***I have read and understand the above Terms and Conditions and agree to abide by the same.***

Customer Name (Print): \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_