



TERMS OF SERVICE

Please note that continuing use of services provided by Exprod Creative Network constitutes acceptance of these terms of service. These terms of service may be updated as needed at any time. Should the terms of service be updated they will be e-mailed to the administrative contact on file for the account.

The main purpose of this agreement is to protect all users on our servers.

1.) Suspension and Termination

Violation of these terms of service could result in suspension or termination of your account at the sole discretion of Exprod Creative Network. Suspension means that your account is put into a limbo state and is unreachable through any means. During suspension no files are lost or altered. Accounts found to be running a script that is causing a very high CPU load, or mail script being used to send spam will almost always be suspended without notice to prevent further damage to the servers. Defective or malicious scripts will need to be removed in order for us to restore your service. Termination means that your account will be removed from the servers permanently. Willful violation of these terms of service, repeated infractions of these terms of service, or certain violations of our commercial bulk e-mail regulations are some of the infractions that could necessitate account termination. We reserve the right to suspend or terminate any or all accounts held by you without notice if we deem it necessary to do so.

2.) Scope of Service

Our service has been designed to be as value-based as possible and therefore, in that spirit our primary goal is to provide robust http, ftp, and e-mail functionality to all our users. This means that applications or scripts set up by users to run on the server which cause high CPU load may be asked to move to a dedicated server.

High CPU load is defined as using an average of more than 2% of the server processor in a 24 hour period beginning and ending at midnight, as determined by our server.

(For reference the average medium traffic website uses about .5% of system resources).

Script support or other "how-to" services are not provided. It is the responsibility of the user to become learned in setting up and administering their account including script installs, file permissions, uploading procedures, etc. All script engines are checked many times per day to be sure that they work server wide.

Most routine account maintenance can be accomplished twenty-four hours a day via our web-based user interface. While e-mail, web, and phone support is provided, there is no service standard for response time.

3.) Limitation of Liability

You expressly understand and agree that Expletive Productions (dba Exprod Creative Network) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

Last updated: 07/29/04

A division of **Expletive Productions**
7 East York Avenue
Toronto, Ontario M4K 3Z8
www.exprod.ca

4.) Uptime Guarantee

Exprod Creative Network will do everything in our power to assure that each and every client site is up as consistently as possible. However, due to the unpredictability of users actions or natural fluctuations in Internet consistency, we cannot offer an uptime guarantee. Since inception, we have had server uptime in excess of 99.99%

5.) Content

All services provided may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Canadian, United States, Provincial, State, Federal or City law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material considered "trade secrets." The subscriber agrees to indemnify and hold harmless Expletive Productions / Exprod Creative Network and it's directors, officers, and employees from any claims resulting from the use of the service that damages the subscriber or any other party.

5.1) Pornography and sex-related merchandising are prohibited on our web-hosting servers. 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 Exprod Creative Network servers or any other server on the Internet. Links to such materials are also prohibited. This policy is in effect because of the excessive load this material puts on our servers and bandwidth, as well as the legal ramifications of such sites.

5.2) You agree to not use the Service to upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

5.3) Examples of non-acceptable content or links:

Copyright software, programs or archives assisting the circumvention of copyright systems, so-called "Warez" or "Hacker" sites, sites with pornographic content, sites advocating racial or religious discrimination, copyright audio or video files.

Exprod Creative Network will be the sole arbiter as to what constitutes a violation of this provision. Any websites found in violation of this policy will be suspended or terminated and any resulting monetary damages to us will be multiplied by a factor of two (2) and charged to the account holder.

6.) Chat Rooms

We do not allow clients to install their own CGI 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 free of charge that run without hindering the performance of the servers for others.

7.) Background running programs

We may allow programs to run continually in the background, these are considered on an individual basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

8.) IRC

We currently do not allow IRC or IRC bots to be operated on our servers. Any account found to be running IRC or IRC bots or proxy servers will be terminated.

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9.) Discussion Forum Scripts

We have recently had issues with popular websites and their associated discussion scripts. To protect all users please use the following guidelines. You are encouraged to use PHP MySQL based discussion scripts whenever possible. Flat file discussion scripts such as Ultimate Bulletin Board (UBB) are not allowed. Scripts which are found to be using excess system resources will be asked to move to a dedicated server or be disabled. In the event of widespread publicized security breach of a script (such as phpBB < v2.1.1) we reserve the right to temporarily disable discussion forum scripts until a security patch is available.

10.) Banned Scripts

The following are scripts have been proven to either cause a great load on our servers, or pose a serious security risk. Any user found to be running any of the scripts below would be immediately suspended.

Any gaming server software
UltimateBBS (all versions)
Ikonboard (all versions)
IRC Egg Drops
Proxy Servers (including nph-proxy)
The Anonymizer
Any so-called "soap mailer"

11.) Commercial Advertising - Email or Usenet

Spamming, or the sending of unsolicited email, from an Exprod Creative Network server or using an return email address that is maintained on an Exprod Creative Network machine is **STRICTLY prohibited**. Violations of this clause will result in account termination without notice.

Equally, any email or usenet spam, which points to any domain hosted on the Exprod Creative Network, will result in immediate suspension of that domain name account and a full investigation. Any so-called "formmail" script running on your account is done at your own risk. Ignorance of the risks of such scripts is no defense. Exprod Creative Network will be the sole arbiter as to what constitutes a violation of this provision.

11.1) Bulk Email Schemes

Safelists (safe lists) or mutually accepted email schemes or the voluntary acceptance of bulk email put an extremely high load on our servers. Using our servers to voluntarily accept spam type or junk email in mass quantities for pay (or free) is expressly forbidden.

11.2) Other Mail

Outgoing mail from our servers is pre-set with a hard limit of 1000 messages per hour, this includes all outgoing SMTP and IMAP mailing. Maximum POP3 mailbox checking is limited to once each 30 seconds per email account.

12.) Server abuse

Any attempts to undermine or cause harm to a Exprod Creative Network server or customer is strictly prohibited and will result in account termination without notice.

13.) Damages

If you violate these terms of service and it results in damage to our servers or causes Exprod Creative Network or Exprod Creative Network any additional expense or legal fees you agree to compensate us in full for the amount of monetary damages multiplied by a factor of two (2) as determined by us.

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14.) Indemnity

You agree to indemnify and hold Exprod Creative Network, Expletive Productions, and its officers, agents or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

15.) Billing

Exprod Creative Network's billing period is typically every 365 days. Each account will be automatically renewed, until email notice of cancellation is received and confirmed. If invoices remain outstanding beyond 30 days after their issue, the customer will receive notification via email. Response to this email is required within 72 hours. In the event there is no response from the account holder the account will be suspended until payment is received. After the account has been suspended for 30 days it will be terminated. Any and all so-called "chargebacks", "NSF cheques", or other disputed or rejected payments will impose additional fees of \$100.00 per occurrence, plus actual collection, filing and legal costs (if incurred).

16.) Refunds (30 day guarantee)

We hope that you are fully satisfied with your hosting from us, but in the event you are not, we offer a 30 day money back guarantee. Setup fees and bandwidth usage less than 1,000 Megabytes are refundable within 30 days of ordering your account. Refunds will not be granted on accounts canceled due to violation of our terms of service.

17.) Refunds (past first 30 days)

We reserve the right to use our business discretion in refunds past 30 days, in no case can partial months be refunded. Refunds will not be granted on accounts canceled due to violation of our terms of service.

18.) Canceling Service

To cancel services submit an e-mail indicating that you wish to cancel service to hosting@exprod.ca. Please supply your account username and password for verification purposes, or we will need to verify via phone communication for your protection. We will immediately stop recurring billing on your account and terminate your account and services at the conclusion of its current billing cycle.