



New Winnipeg Media Inc.

Acceptable Use and Client Contract

New Winnipeg Media Inc. reserves the right to change this Policy without notice to our clients, either by post or email communication. While we often do inform and communicate with our clients on an ongoing basis, we suggest you refer to this agreement often to refer to the evolving technology of our server and evolving preventative security risk measures.

New Winnipeg Media Inc. strives to provide the best possible service to all our customers, but we can not tolerate any unlawful activity or abuse on our servers. We respect freedom of speech and expression unless it is harmful to others. These brief guidelines are imposed to protect you (the New Winnipeg Media Inc. client) and us against such harm.

We only serve customers who reside in Canada and the United States of America.

Above all, we reserve the right to refuse business for any reason.

1) Service Overview

Metaphorically speaking, our web hosting service is comparable to renting an apartment. We maintain several servers (apartment buildings) and within these buildings are several suites (web hosting packages) in which people pay either monthly or prepay for longer contracts.

A website resides in our server (building) and all maintenance - such as ensuring the lights stay on (server uptime) and the water keeps flowing (email) in and out - is our responsibility as the landlord. Web design or web development is similar to interior decorating for the apartment.

New Winnipeg Media Inc. does not offer web design or programming; we do not manage websites or perform manual updates to web site.

Please note that the use of a domain name is very different than our web hosting services. Using the aforementioned analogy, domain names are very like a phone number in the sense that a phone number is separate from a physical rental space and that both a phone number and a domain name both call up this 'web space' location.

2) Account Ownership

New Winnipeg Media Inc. is only responsible to the payee of the account and to the designated account ownership, approved by the payee to be in that position.

It is your key responsibility to keep your contact information updated. We verify ownership by either credit card number (if paid for by credit card), phone number, name, address, email address, and/or by username, & password. Only the owner of the account is to be responsible to New Winnipeg Media Inc. for payment.

If you give this information to any other party or give access to your email address on your account to another party, you risk having your Web site and any other information on your account changed and/or deleted. We are not responsible for any information on your account should you reveal this information to another party who causes damage to your account and/or Web site.

If you are a Web designer and you are not the person paying for the hosting account we advise you to receive payment for your work before you publish it to our servers. Once the Web site is published to our servers the account owner has retained ownership of that content.

3) Payment Policies and Fees

Payment is due on the date the account was setup, and so forth upon renewal based on the schedule of the contract (monthly, seasonally, semi-annually, annually or multi-year. Your account will renew automatically until you cancel via email. Non-payment does not serve as a cancellation notice.

We prorate additional services and additional accounts

Additional features can be added at any time. Domain registrations, setup fees, monthly features or third party tool sale prices are not prorated.

All payment-due notices will be sent by electronic mail. No bills or invoices will be sent by postal mail or fax. We email an advance notice 14 days prior to the renewal date, and overdue reminders every week after the due date. Payments are required to be paid no later than one month after the date the account was established.

If your bill has not been paid for more than one month, we reserve the right to charge you a late payment fee of \$5. If your bill is owed for more than one month, your account will be risking disconnection. We promise to deliver you notice of suspension, and it is your responsibility to make plans for payment immediately. We accept payment via credit card, money order, cheque, Paypal, and online banking payment via most Canadian credit unions.

New Winnipeg Media Inc. agrees to discard any credit card information in a safe and secure method, after payment has been successfully processed. As well, New Winnipeg Media Inc. does not use credit card information for recurring billing, unless you request this service. Credit card payments are required for residents of the United States, accounts valued over \$100 per month or dedicated server customers.

New Winnipeg Media Inc. charges a \$25.00 fee per returned cheque or charge backs, and retains the right to request a certified cheque or money order afterwards.

3a) Price Lock Guarantee

We promise to never raise our prices for the web hosting package, for as long as you are a customer with us.

4) Domain Names

We register the domain name on behalf of clients, but are not the holder of the domain name in any way. We are merely technical contact.

Using the same aforementioned analogy, domain names are similar to having a phone number that directs people to your web site. Domain name costs are scheduled and paid to ICANN (or CIRA for .ca domain names) on an annual or multi-year basis. Domain name registrations & renewals are absolute annual (or multi-annual) registrations and renewals, and are non-refundable.

Monies owed for domain name renewal must be paid immediately. If an account is cancelled or suspended without payment for domain name registration costs, New Winnipeg Media Inc. may take ownership of the domain name for whatever use it wishes.

4a) Domain Name Dispute Policy

We cannot and do not check to see whether the domain name you select, or the use you make of the domain name, infringes legal rights of others.

We urge you to investigate to see whether the domain name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel. You may wish to consider seeking one or more trademark registrations in connection with your domain name.

Customer agrees that it shall defend, indemnify, save and hold New Winnipeg Media Inc. harmless from any and all demands, liabilities, losses, costs and claims, including any attorney's fees asserted during a domain name dispute.

It is your responsibility to avoid copyright infringement and to protect yourself from legal action, New Winnipeg Media Inc. will not and can not assist in domain name disputes reported to ICANN (The Internet Corporation for Assigned Names and Numbers) or CIRA (Canadian Internet Registration Authority).

More information on ICANN's dispute policy can be found at:

<http://www.icann.org/dndr/udrp/policy.htm>

More information on CIRA's dispute policy can be found at:

http://www.cira.ca/official-doc/95.policy_final_November_29_2001_en.pdf

As well, refunds can not be given for domain names as registrations are scheduled and paid to ICANN or another governing body such as CIRA, depending on the domain name extension.

4b) WHOIS Policy

You agree that for each domain name registered by you the following information will be made publicly available in the WHOIS directory as determined by ICANN and CIRA Policy and may be sold in bulk as set forth in the ICANN agreement:

The domain name; your name and postal address; the email address, postal address, voice and fax numbers for technical and administrative contacts; the Internet protocol numbers for the primary and secondary name servers; the corresponding names of the name servers; the original date of registration and expiration date.

If you wish to shield your personal information, we do offer a WHOIS privacy protection service. Contact our billing/sales department for more information.

4c) Domain Name Expiration

For a period of approximately 30 days after expiration of the term of domain name registration services, you acknowledge that we may provide a procedure by which expired domain name registration services may be renewed. You acknowledge and agree that we may, but are not obligated to, offer this process, called the "reactivation period."

During this reactivation period, you acknowledge that we may direct the domain name to name-servers and IP address(es) designated by us, including, without limitation, to no IP address or to IP address(es) which host a parking page, a commercial search engine that may display advertisements or to our own company web site, and you acknowledge that we may either leave your WHOIS information intact or that we may change the contact information in the WHOIS output for the expired domain name so that you are no longer the listed registrant of the expired domain name.

You acknowledge that you assume all risks and all consequences if you wait until close to or after the expiration of the original term of domain name registration services to attempt to renew the domain name registration services. You acknowledge that we, for any reason and in our sole discretion, may choose not to offer a reactivation period and that we shall not be liable therefore.

You acknowledge and agree that we may make expired domain name services(s) available to third parties, that we may auction off the rights to expired domain name services (the auction beginning close to the end or after the end of the reactivation period), and/or that expired domain name registration services may be re-registered to any party at any time.

After the reactivation period, you agree that we may either (i) discontinue the domain name registration services at any time thereafter, (ii) that we may pay the registry's registration fee or otherwise provide for the registration services to be continued, or, (iii) if we auctioned the domain name services to a third party, that we may transfer the domain name registration services to such third party.

In the case of (i), above, you acknowledge that certain registry administrators may provide procedures by which discontinued domain name registration services may nonetheless be renewed. You acknowledge and agree that we may, but are not obligated to, participate in this process, typically called the "Redemption Grace Period" ("RGP"). You acknowledge that we, for any reason and in our sole discretion, may choose not to participate in the RGP process with respect to any or all of your domain name registration services and that we shall not be liable therefore. If available, RGP typically ends between 30 and 42 days after the end of the reactivation period of the domain name services, as the reactivation period applied to you. Our RGP fee is \$200 CAD, which will renew the domain name for one year.

5) Content Policy

All services provided by New Winnipeg Media Inc. may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any National, Provincial, State or City law is prohibited.

This includes, but is not limited to: copyrighted material, trade-mark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. The subscriber agrees to indemnify and hold harmless New Winnipeg Media Inc. from any claims resulting from the use of the service, which damages the subscriber or any other party.

5a) Third Party software

New Winnipeg Media Inc. is not responsible for the quality of files or the function of files not produced by New Winnipeg Media Inc., on a client's Web space.

5b) Pornography & Adult Content

Pornography and sex-related links or merchandising is prohibited on all New Winnipeg Media Inc. servers. This includes sites that may infer sexual content, or links to adult content elsewhere. New Winnipeg Media Inc. will be the sole arbiter in determining violations of this provision.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to New Winnipeg Media Inc. servers or any other server on the Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

Pirated software

Hacker programs or archives

Warez sites

New Winnipeg Media Inc. will be the sole arbiter as to what constitutes a violation of this provision.

5c) Hate & Offensive Policy

Offensive content is not only defined as clearly illegal content, but also includes issues like glorification of violence, extreme political positions, hardcore pornographic etc. Offensive content can be defined at the discretion of New Winnipeg Media Inc. on a case-by-case basis.

If it is found that offensive content is found on our server, we will immediately suspend the website along with an email notification of such. No backup of such a web site will be offered.

6) Email Policy

New Winnipeg Media Inc. may not be the source, intermediary, or destination address involved in the transmission of any unsolicited email, email bombs, hate email, or any mass email. Your email account may not be referenced as originator, intermediary, or reply-to address of such email. We consider mass email as any email messages sent to more than 300 email addresses or more than 25 news groups in a 24-hour period.

If you find the need to send out a mass email, we suggest you use the Mailing List tool to avoid offending this policy.

Email accounts should be kept below 10 MB in total. This is normal for most accounts since email is typically accessed on a regular basis using an email client such as Outlook, Outlook Express or Eudora.

While New Winnipeg Media Inc. does provide virus scanning and spam filtering on our servers, however we can not accept responsibility for viruses that may be transmitted to you via email, ftp, http or any other means of electronic transfer.

More information on how to prevent the transmission/infection by viruses can be obtained at McAfee.com - Anti-Virus.

6a) Spam

New Winnipeg Media Inc. is committed to a zero-tolerance, anti-Spamming policy. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either: over the New Winnipeg Media Inc. network, by customers or any other users of the New Winnipeg Media Inc. network (including customers' customers); AND/OR over ANY network; especially if the message sent advertises or mentions a site hosted on the New Winnipeg Media Inc. servers. We also prohibit the selling products that can be used for spamming.

We react quickly and seriously to these violations, and we reserve the right to terminate the services, without prior notice, of any customer disregarding this policy. As well, any monies paid for use of the client's web space will be held without refund for violation of this policy. Please read part 5 for more information on the definition of Spam.

If you have any complaints or comments regarding Spam on our network, please direct them via email to support@newwinnipeg.net.

7) Scripts Policy

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 effect normal server operation or service to other New Winnipeg Media Inc. customers.

Precarious scripts - such as CGI Telnet scripts - are strictly forbidden, and clients who attempt to install this script will result in immediate account deactivation without prior notice, and all monies received will not be refunded. Such scripts that are used to get into or communicate with our server are not necessary to connect with your Web space as we offer SSH, and CGI Telnet is a major security risk. To acquire SSH access,

If you wish to install a script that is used to connect to the server, please contact Technical Support before, to ensure you not breaking this policy.

Any deliberate attempt to cause damage to New Winnipeg Media Inc. or any other Internet servers will result in immediate account deactivation without prior notice, and all monies received will not be refunded.

New Winnipeg Media Inc. generally does not allow chat rooms or IRC bots. You can however link your site to a third party chat provider outside of our servers and network.

8) Traffic Policy

New Winnipeg Media Inc. imposes very generous data transfer traffic limits that most sites never reach, unless they offer shareware, sound, video, image and multimedia archives, are mirror sites or any site whose primary purpose is file distribution.

Data Transfer (or bandwidth) is defined as being all data transferred with your account. That includes all emails, FTP and visits to your Web site. Use your resource meter to examine how much bandwidth your account has used. We also measure bandwidth by what was used from the 1st of the month to the end of the said month, despite when the universal billing day is.

New Winnipeg Media Inc. customers are discouraged from storing any files that cause excessive traffic on New Winnipeg Media Inc. servers. Please contact our Technical Support department for more information. Again, 99% of the sites do not fall into this category and never reach our most minimum traffic limits. New Winnipeg Media Inc. is not responsible for any bandwidth theft, which may cause a client's bandwidth to rise. It is the client's responsibility to monitor the resources that we offer.

We reserve the right to charge additional fees for sites that exceed our generous traffic limits. Such fees are published on our company site found at <http://www.newwinnipeg.net>. Sites that exceed their traffic limits will be billed without prior notification if they do not purchase add-on traffic packages. If an account exceeds five times their transfer limit, their account risks being suspended until further notice.

9) Backups

Full backups of our Web sites are made weekly and held for up to three weeks. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only.

It is the clients' responsibility to maintain local copies of their web content and any information on their account including but not limited to clients website, email, databases, mailing lists, and archives. Backups can take approximately 24-48 hours to fully complete, depending on how large the account is. We suggest the use of our "Archive Manager" tool to back up their files. This tool is included with each hosting package for free.

10) Uptime Guarantee

Our server uptime is of the highest standard and priority, and has been running at 100% and our connection uptime has been running smoothly at 99.99987% since August 2002.

Because of our great uptime history, we are confident of this service and we guarantee our clients that our servers will be up 100%. Should your Website go down for longer than four

hours at any given time, while hosted on New Winnipeg Media Inc.'s servers, we will award you one free month of hosting – no matter what package you are signed up for.

The term "Web Site Uptime" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of customer's Web site is available for access by third parties via HTTP and HTTPS, as measured by New Winnipeg Media Inc. It is also the client's responsibility to contact New Winnipeg Media Inc. to request the credit by contacting our billing department via email.

New Winnipeg Media Inc. will not give a credit under this agreement in connection with any failure or deficiency of Web Site Availability caused by or associated with:

Circumstances beyond New Winnipeg Media Inc.'s control including, war, strike or other labour disturbance, acts of god, unavailability/interruption/delay in telecommunications, virus attacks and/or hackers, third party software failure (free scripts, ecommerce software, Merchant Gateways), fire, flood, tornado, earthquakes, acts by any governing body, embargo, boycott, or inability to obtain supplies, raw materials, or power used in or equipment needed for provision of this agreement

- Emergency maintenance, scheduled maintenance windows, and system or server upgrades.
- Domain name system (DNS) problems outside of the control of New Winnipeg Media Inc.
- Issues with FTP, POP, IMAP, or SMTP customer access
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g. PHP, Python, CGI, Perl, HTML, ASP, etc...), any negligence, wilful misconduct, or use of the Services in breach of New Winnipeg Media Inc.'s Acceptable Use Policy;
- Problems elsewhere on the Internet that prohibit you from viewing your account. New Winnipeg Media Inc. is not responsible for browser, DNS, or other caching that might make it appear your site is unavailable even though others can still access your information.

11) Indemnification Policy

We reserve the right to refuse service to anyone for any reason not prohibited by law. Also we reserve the right to terminate service to any customer for any reason not prohibited by law. You agree to use all New Winnipeg Media Inc. services and facilities at your own risk. New Winnipeg Media Inc. specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall New Winnipeg Media Inc. be liable for any loss or otherwise data lost (web site content or email content), or other commercial damage, including but not limited to special, incidental, consequential or other damages.

Customer agrees that it shall defend, indemnify, save and hold New Winnipeg Media Inc. harmless from any and all demands, liabilities, losses, costs and claims, including any attorney's fees asserted against New Winnipeg Media 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 that it shall defend, indemnify, save and hold New Winnipeg Media Inc. harmless from any and all demands, liabilities, losses, costs and claims, including any attorney's fees asserted against New Winnipeg Media Inc., its agents, its customers, officers and employees, that may arise from the cancellation of an account due to any reason set out in the policy statement.

Customer agrees to defend, indemnify and hold New Winnipeg Media Inc. harmless against liabilities arising out of; any injury to person or property caused by any products sold or otherwise distributed in connection with New Winnipeg Media Inc.'s server; any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; copyright infringement and any defective products sold to customer from New Winnipeg Media Inc.'s server.

Any deliberate attempt to cause damage to New Winnipeg Media Inc. or any other Internet servers will result in immediate account deactivation without prior notice.

12) Intellectual Property Agreement

We respect the privacy of our clients and their respective work. New Winnipeg Media Inc. promises not to reproduce, use, sell or disclose design, special scripting work done by a client or any other form of Intellectual Property. The account owner of such account strictly owns all information on the client's Web site.

13) Non-Disclosure Agreement / Privacy Policy

We respect the privacy of our clients. We agree not to lease, sell or disclose any of your information to anyone or any other entity.

While we may actively co-operate with the authorities to preserve a safe environment on the Internet, we will not disclose any information about our clients or their Web space content without consent from the said client, or by ruling of a court authorized by any provincial, city or federal authority.

We also agree to discard any credit card information in a safe manner after the successful processing of a payment. We do not retain any credit card information, unless you instruct us to do so.

14) Technical Support

We offer both email and toll-free telephone support (within North America) 24 hours a day. Our email contact is support@newwinnipeg.net and our toll-free 24/7 support telephone number within North America is 1-877-974-4678.

Client agrees not to abuse this service. New Winnipeg Media Inc. shall have sole authority to determine violations of this policy. Billing, domain name and marketing inquiries can be addressed to telephone support from 10am to 6pm, from Monday to Friday.

15) Cancellation Policy

You may cancel your account at anytime. To cancel your account, please read these instructions. You must cancel your account in writing by email to support@newwinnipeg.net or in reply to any invoice you may receive from us. You must cancel your account prior to the renewal date.

Non-payment does not function as a cancellation notice.

We do give refunds after charging you for months already used calculated on the monthly hosting price for your plan without the prepaid discount rate, should you want to cancel prepaid service.

Our refund policy does not apply to any additional items or services such as extra Data Storage, extra Data Transfer, MySQL databases, FTP Logins, Sub Domains and/or customized work or programming fees. Also not included are Domain Registrations as well as Reseller programs.

Refunds are generally mailed to the client within 21 days after the cancellation if payment was made any other way than credit card. Clients whom pay via credit card should receive a refund with 48 hours.

Refunds will not be made on accounts with less than \$25 (CAD) on credit. All monetary transactions are in Canadian dollars.

New Winnipeg Media Inc. shall be the sole judge of what violates this Policy. If an account is cancelled for any of the above policy clauses, no refund is given for remaining days of service.

YOUR CONTINUED PATRONAGE FOLLOWING ANY POSTING OF AN UPDATED OR NEW POLICY – AVAILABLE VIA THE INTERNET - WILL CONSTITUTE BINDING ACCEPTANCE OF THIS AGREEMENT.

We abide by the Consumer Protection laws in Manitoba. For more information, please visit <http://www.gov.mb.ca/finance/cca/consumb/statutes.html> for more information about your rights as a consumer.