

In Vancouver Web Services Acceptable Usage Policy

General

This section provides a general understanding of **In Vancouver Web Services Inc.** ("**In Vancouver**") policy on the Terms of Use and Acceptable Use of the **In Vancouver** Web Site Hosting Services (the "Service"). It is designed to help protect our Service, our customers, and the Internet community.

If an **In Vancouver** customer is involved in a violation of these policies, we reserve the right to restrict, suspend or terminate Service without notice.

1. In the event that a hosting account is deactivated or cancelled as a result of any activities contrary to this policy, the account may be subject to set-up fees, reactivation charges and/or deposit requirements to be determined by **In Vancouver**, if such account is re-activated. Users whose accounts have been cancelled for misuse or violations of the Terms and Conditions applicable to the Service or this policy are not entitled to re-register for the Service without express written approval from **In Vancouver** outside the normal flow of the registration process. Any further registrations for the Service by or for the user whose account has been terminated for such activities may be rejected or the new account(s) may be terminated upon discovery, and such further registration or use may subject the user to additional account set-up, analysis, monthly usage and/or termination charges for each such registration in amounts to be determined by **In Vancouver Web Services**.
2. **In Vancouver** may take such action as it deems appropriate against any subscriber or account user for violations of the Terms and Conditions applicable to the Service or of this policy. However, there is no promise or obligation on our part to monitor or police any such activity and **In Vancouver** will have no liability to any party for any other party's violation of these policies or the Terms and Conditions applicable to the Service.
3. **In Vancouver** has no obligation to censor or monitor use of the Service by you, any customer or any third party, including without limitation any obligation to censor or monitor any content, material or other information sent, received or accessible through the Service or the Internet. However, **In Vancouver** has the right to, without notice, monitor use of the Service and monitor, review and retain such content, material or information if **In Vancouver** believes in good faith that such activity is reasonably necessary to provide the Service to customers, ensure adherence to or enforce the terms of this policy, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.
4. If at any time you become aware of any violation, by any person or entity, of the acceptable use rules set out in the above, which involves your account, you agree to immediately notify **In Vancouver** and provide **In Vancouver** with assistance, as requested, to stop and/or remedy such violation. **In Vancouver** contact information may be found at www.invancouver.com.
5. **In Vancouver** prefers to advise Customers of any inappropriate behavior and any necessary corrective measures, however, **In Vancouver** reserves the right, without limiting any of **In Vancouver's** rights to suspend, restrict or terminate your **In Vancouver** Hosting Services account as described elsewhere in this policy, **In**

Vancouver may suspend, restrict or terminate your **In Vancouver** Hosting Services account without notice if, in **In Vancouver's** sole and absolute discretion, you have violated any of the provisions set out in this policy. **In Vancouver** shall not be responsible or liable to you or any third party for any suspension, restriction or termination of your account. **In Vancouver** shall not be responsible for any damages, caused directly or indirectly, including, but not limited to loss of profits, loss of data or any loss of information as a result of the termination of your account.

6. In the event that **In Vancouver** receives a complaint relating to use of the Service by a customer, **In Vancouver** may, in its sole and absolute discretion and without notice or liability, investigate the complaint, restrict, monitor data traffic, suspend or terminate the account(s) involved and/or remove any content, information or materials from its servers.
7. **In Vancouver** may, without notice or liability, disclose to third parties any customer information or any content, information or materials associated with a **In Vancouver** Hosting Services account, if **In Vancouver** believes that such activity is reasonably necessary to provide the Service to customers, ensure adherence to or enforce the terms of this policy, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect itself or others.

Service, Network and System Interference

1. Customers may not attempt to interfere with or compromise the operation of the **In Vancouver** network in whole or part, to interfere with any of the equipment comprising **In Vancouver** system, or to access other accounts or restricted areas of **In Vancouver** system.
2. Subscribers may not use the Service in a manner that adversely affects the availability of its resources to other **In Vancouver** customers.
3. Subscribers may not attempt to subvert or aid others to subvert the security of any computing facility.
4. Subscribers may not interfere with use by any other authorized user, nor compromise the confidentiality of **In Vancouver** or any other party's internal business practices or records.
5. Any attempts, whether successful or not, to gather information about or to gain access to any computer system, web site or customer's data without consent is prohibited.
6. A customer shall not use or distribute software, which disrupts the use of a network, system, or service, for example, and without limitation, System Intrusion tools, Viruses, or Worms.
7. A customer shall not permit the existence of an abusable resource, for example, and without limitation, an unsecured mail relay, an open news-server, or a compromised system. Customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after Customer has received such notification shall be considered a violation of this Acceptable Use Policy and enforced as such.



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Email and Web Site Content

1. As the user of the Service you may receive announcements from time to time from **In Vancouver** by email regarding various aspects of the Service, including without limitation, notices of future upgrades or changes, service affecting issues or events, or special offers from **In Vancouver Web Services**.
2. You may not use the Service to send threatening or harassing email. However, not every "flame" message or angry exchange of email can automatically be considered harassment. **In Vancouver** is not responsible for the content or tone of any email or other transmissions by the subscribers to its Service or other parties using the Internet and subscribers or others should not expect that **In Vancouver** would attempt to mediate or otherwise become involved in any particular disagreement or dispute between Internet users. **In Vancouver** will co-operate with appropriate law enforcement agencies involved in investigating instances that may be reported to such authorities by users of the Service who believe they are being subject to unlawful harassment or other criminal activity.
3. You agree that sending unsolicited email by users of the Service whether for advertising or other purposes is prohibited. A customer shall not provide support services for unsolicited email. These services include but are not limited to: mail relay, electronic mailboxes, website hosting, transaction processing, DNS, and software distribution. **In Vancouver** reserves the right, at its sole discretion, to make a determination whether any particular service is related to unsolicited commercial email.
4. You acknowledge and agree that **In Vancouver** policy with respect to unsolicited email applicable to users of the service may change from time to time. Such changes will be reflected in revised versions of the Terms and Conditions applying to the Service and/or this policy and made available to users of the Service from time to time, including but not limited to, being made available to your system's administrator for the Service. **In Vancouver** reserves the right to immediately suspend or terminate your Service in the event you do not comply with **In Vancouver** policy respecting unsolicited email.
5. You may not attempt to send email using a name and address of someone other than yourself. Attempting to impersonate any person, using forged headers or other identifying information is prohibited. Attempts to do so that are discovered by **In Vancouver** or reported by other parties may be reported to the proper authority immediately, and may result in the offending account being terminated immediately. The use of anonymous re-mailers and nicknames, by themselves, does not necessarily constitute impersonation if it is not being done with the intention of misleading the recipient or another party into believing that you are some other specifically identifiable user or person other than yourself.
6. Customers also may not engage in the following activities while using the Service:
 - a) spamming or sending unsolicited bulk e-mails and/or commercial messages;
 - b) unauthorized intercepting, redirecting or otherwise interfering or attempting to interfere with email intended for other parties;
 - c) posting or transmitting a file that would infringe upon the rights of others including without limitation, trademarks, or service marks, confidential and/or proprietary information, and copyrighted materials;

- d) posting or transmitting a file or message through any storage medium that contains viruses, 'Trojan Horses', worms or any other destructive or contaminating features;
 - e) knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
 - f) publishing, posting, distributing or disseminating defamatory, infringing, slanderous, fraudulent, vulgar, obscene or other unlawful material or information;
 - g) publishing or posting any material that that is racially, ethnically, religiously or ethically objectionable;
 - h) publish any material that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law;
 - i) using the Service or systems to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others.
7. It may be necessary for **In Vancouver** employees or representatives to examine system operational and accounting logs and other records to resolve Service-related problems. **In Vancouver** reserves the right to access an account's mailbox, web site, on-line database or other features to resolve problems or system errors.
8. Email accounts that are inactive for a period of six months or more may be automatically deleted from the system in order to maintain optimum system server performance. Those account addresses will be notified by email in advance of deletion.

Other Activities

1. Engaging in activities, whether lawful or unlawful, that **In Vancouver** determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations is prohibited.
2. **In Vancouver** prohibits any conduct which violates the accepted norms and expectations of the Internet community at large (whether or not detailed in this Acceptable Use Policy). **In Vancouver** reserves the right, in its sole discretion, to make a determination whether any particular conduct violates such norms and expectations. **In Vancouver** may attempt to contact Customer with regards to any behavior that is in violation of the accepted norms, but provides no guarantee to such contact taking place prior to commencing any action deemed appropriate in the circumstances.

Liability and Indemnification

1. Customer agrees to indemnify and hold harmless **In Vancouver**, any third party entity related to **In Vancouver** (including third party vendors), and the executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, and co-subsidiaries from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of action, including any and all legal fees and expenses arising out of or relating to Customer's breach of any provision of this Acceptable Usage Agreement or any other third party claim with respect thereto.
2. Customer understands, acknowledges, and agrees that **In Vancouver** will not be liable for delays in its performance of the Services caused by circumstances beyond **In Vancouver's** reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labor or materials, labor disputes, transportation problems, accidents, embargoes, or governmental restrictions (collectively "Force Majeure"). **In Vancouver** will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, lack of finances will not be considered an event of Force Majeure nor will any event of Force Majeure suspend any obligation of Customer for the payment of money due hereunder.

Privacy

1. Except as provided herein, **In Vancouver** will keep confidential Customer's information or data collected as required by applicable laws. Customer understands, acknowledges, and agrees that under urgent or emergency circumstances, and/or as required by court order, official authority, police or other law enforcement authority, or any applicable law or regulation, **In Vancouver** may make available Customer's information or data to the relevant third party. Customer further agrees that the Company may disclose and share Customer's information or data with **In Vancouver** co-subsidiaries, and subsidiaries for internal purposes, including uses related to Company Services, improvements to Company Services, extending special offers to Customer, and referral commissions. Customer understands, acknowledges, and agrees that Customer's administrative contact information in relation to Customer's domain name registration is public information and the Company is not, and will not, be obligated to safeguard such information and data from any third party.

Amendments to this Policy

In Vancouver reserves the right to amend this Policy at any time. **In Vancouver** will publish this policy and any amendments on its web site at www.in-vancouver.com/acceptable_usage.html or otherwise electronically transmitted to users over the Service, as may be updated from time to time, before such amendments become effective. You are responsible for regularly reviewing the **In Vancouver** Web site to obtain timely notice of such amendments. If any amendment is unacceptable, you may terminate your **In Vancouver** Hosting Services account. If you do use your account after the effective date of the amendment, you will be conclusively deemed to have accepted the amendment.