

Genesis Publishing Services

Contract for Services pdf6

Contract for Services at Genworld.com or Globalweb.ca

Genesis Publishing Services

Contract for Virtual Server Services & Web Site Hosting

The following agreement is by and between GenWorld.com or Globalweb.ca Hosting Services (Genesis Publishing Services) located in Warton, Ontario Canada and (Client) _____ of (Address) _____

The following words used in context of the Service Contract are defined as follows:

“Provider” : (Genesis Publishing Services) “Client” : The person or entity who is applying for the Virtual Server Service
The Provider agrees to provide, and Client agrees to receive, access to the virtual Server services according to the following terms and conditions:

1. Financial Arrangements:

a) Client agrees to a 1 or 2 year contract as per site package, beginning after Provider’s receipt of a signed contract (by mail or fax) and payment as per site package. b) 1 Year payment & setup fees as per Basic Web Site account, c) Months payment & setup fees as per other Web Site accounts including any extra fees and design costs d) This agreement will automatically renew for successive single year periods unless canceled in writing prior to the annual renewal date. Client will receive an invoice for charges and payment is due upon receipt. Renewal prices are subject to change. Renewal of services by client indicates agreement to contract revisions.e) A late charge of \$50.00 will be applied after 15 days from the due date. If payment is not received by provider within 15 days of the due date, provider has the option of terminating the clients account. Renewal notice will be sent 15 days in advance of due date. f) Provider reserves the right, in its sole discretion, to deactivate the client’s Virtual Server account(s) upon an indication of credit problems including delinquent payments.

2. Taxes:

Genesis Publishing Services shall not be liable for any taxes or other fees to be paid in accordance with or related to purchase made from Client or Client’s use of Virtual Server. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

3. Service and Products:

a) THE PROVIDER’S SERVICE IS PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. THE PROVIDER GIVES NO WARRANTY, EXPRESSED OR IMPLIED FOR THE VIRTUAL SERVER SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF THE MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS NO WARRANTY EXPRESSLY INCLUDES ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY PROVIDER OR ITS PROVIDERS BEYOND THE FEES PAID BY CLIENT TO PROVIDER FOR SERVICES. b) Client will use the Virtual Server Services in a manner consistent with any and all applicable laws of the country, Provincial and Federal. c) Use of any information obtained by way of provider is at Client’s own risk, and Provider specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and does not represent guarantees of available end to end bandwidth. d) Provider is not responsible for any damages arising from Client’s use of Provider or by Client’s inability to use the Virtual Server Services for any reason. e) While the Provider shall make reasonable effort to protect data stored on the Client’s Server(s), Provider is not responsible for Client’s data, files, or directories residing on Provider’s equipment. Client is solely responsible for maintaining data, files, and directory structure back-ups.

4. Trademarks and Copyrights: Client warrants that it has the right to use the applicable trademarks of Client, and grants to Provider the rights to use such trademarks, if any, in connection with Provider’s promotion of, referencing of, cataloging of, or indexing of Provider’s Virtual Servers clients. b) CLIENT HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON PROVIDER THROUGH CLIENT’S ACCOUNT(S) WILL NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING LIBELOUS OR HARMFUL.

5. Hardware, Equipment and Software:

Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access the services. Provider makes no representations, warranties or assurances that Client’s equipment will be compatible with Provider’s services.

6. Age:

Client certifies that he or she is at least 18 years of age.

7. Internet Etiquette:

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7. Internet Etiquette:

Users of internet and electronics forums should be considerate of the expectation and sensitivities of others on the network when posting material for electronic distribution. The network resources may not be used to impersonate another person or misrepresent authorization to act on behalf of others or Provider. All messages transmitted via Provider's services should correctly identify the sender; users may not alter the attribution of origin in electronic mail message or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access's) Due to the public nature of the internet, all information should be considered publicly accessible, and important or private should be treated carefully. Provider is not liable for protection or privacy of electronic mail or other information transferred through the internet or any other network provider or its customers may utilize.

c) Use of distribution lists via unsolicited electronic mail or other electronic mailings is strictly prohibited. The Provider reserves the right to deactivate the Client's Virtual Server account(s) upon and indication of such activity. Client hereby agrees to indemnify and hold harmless the Provider from any claim resulting from the Client's or another party's use of electronic mail service(s) on the Client's Virtual Server account(s) .

8. Termination:

This Agreement may be terminated by either party, without cause, by giving the other party, 1 month of the service package as notice, in writing, Notwithstanding the above, Provider may terminate service under this Agreement at any time, without penalty, if Client fails to comply with the terms of this Agreement.

9. Limited Liability:

a) Client expressly agrees that use of Provider's service at Client's sole risk. Provider, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that Provider's Virtual Server services will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Virtual Server services or as to accuracy, reliability or content of any information service or merchandise contained in or provided through the GenWorld.com Web Site, unless otherwise expressly stated in this Agreement's) CLIENT HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON PROVIDER THROUGH CLIENT'S ACCOUNT(S) WILL NOT CONTAIN ANYTHING LEADING TO AN ABUSIVE OR UNETHICAL USE OF THE VIRTUAL SERVER PRODUCT(S) OR THE HOST SERVER(S). ABUSIVE AND UNETHICAL MATERIALS AND USES INCLUDE, BUT ARE NOT LIMITED TO, PORNOGRAPHY, OBSCENITY, NUDITY, VIOLATIONS OF PRIVACY, COMPUTER VIRUSES, ANY HARASSING AND HARMFUL MATERIAL OR USES, ANY ILLEGAL ACTIVITY, OR MATERIAL ADVOCATING ILLEGAL ACTIVITY, AND ANY INFRINGEMENT OF PRIVACY OR Libel's) Client hereby agrees to indemnify and hold harmless the Provider from any claim resulting from Client's publication of material or use of those materials. Provider may or may not give notice before deactivating the use of an account's) which the Provider decides is an abusive or unethical use of, or a potentially illegal use of the Virtual Server account's) or host server's). Client hereby agrees to indemnify and hold harmless the Provider for any claim resulting from the submission of illegal materials. d) Under no circumstances, including negligence, shall Provider , its offices, agents, or anyone else involved in creating, producing or distributing Provider's Virtual Server service be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Providers Virtual Server services; or that results from mistakes, omissions, interruptions, deletion, or loss of files or data errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to Providers records, programs or services. Client maintains sole responsibility for data backups and restoration. Client hereby acknowledges that this paragraph shall apply to all the content on Provider's Virtual Server services) Not with standing the above, Client's exclusive remedies for all damages, losses and causes or actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs.10. Indemnification:

Client agrees that it shall defend, indemnify, save and hold Provider harmless from any and all demands, liabilities., losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against Provider, agents, its clients, servants, officers, and employees, that may arise or result from any service provided or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless Provider against Liabilities arising out of (i) any injury to person or property caused by any products or services sold or otherwise distributed in connection with Provider's Virtual Server service; (ii) any material supplied by Client infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which Client sold on the Virtual Server.11. Contract Revision:

Revisions to this Contract will be considered agreed to by Client on renewal of Provider's Virtual Server services as specified in Section 1(c).

12. Acceptable Uses Policy see policy

Client agrees to policy as outlined on the Web Site, additions and changes are as shown on the contract.

13. Entire Understanding:

The agreement contained in this Contract constitutes the sole agreement between provider and Client regarding its Virtual Server service. It becomes effective only when signed by both parties. This Agreement shall be governed and construed in accordance with the laws of the Country and Province of Ontario. 14. Signatures:

The undersigned agrees to the terms of this agreement on behalf of Client.

Client Signature _____ Date _____
Genesis Publishing Services _____ Date _____

Site Package SKU# _____
Site Web Address _____
Contract Date from _____ to _____ Years
Site Description _____

Site Package SKU# _____
Site Web Address _____
Contract Date from _____ to _____ Years
Site Description _____

Customer Account # _____
Customer Name _____
Company or Association Name _____
Address of either _____
Contact Phone # _____ fax # _____
Domain Name Registration _____
Ownership of Domain Name _____

Client authorization: _____
Genesis Publishing Services authorization: _____

See us at genesispublishing.ca

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