

Terms of Service

User-Supplied Content:

All services may be used for lawful purposes only. Through Noront Website Marketing, you may have access to chat areas, bulletin boards, web pages, email, or other services that enable you to send or post content and make it available to others. You must not submit, publish, or display on the Network any defamatory, inaccurate, abusive, obscene, infringing, or threatening content. In addition, you may not submit, publish, or display any content that violates any Canadian or US Federal, Provincial or State, or Local law. You are solely responsible for the content you make accessible through Noront Website Marketing.

Noront Website Marketing is not obligated to monitor the network to examine available content.

You hereby acknowledge that if we are made aware of content that is determined to be, in its sole discretion, unacceptable, undesirable, offensive, indecent, obscene, excessively violent or otherwise objectionable, Noront Website Marketing has the right, but not the obligation, to edit, remove or deny access to such content. Noront Website Marketing may disclose any content or records concerning customer's account as required to satisfy any law, regulation, governmental request or court order.

Pornography and sex-related merchandising are prohibited on all Noront Website Marketing servers. This includes sites that may infer sexual content, display nudity, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to Noront Website Marketing servers or any other server on the Internet. Links to such materials are also prohibited. In addition, any site selling or promoting bulk email service is not allowed.

Below are some examples of non-acceptable content or links:

Adult Sites – Any erotic or pornographic material, links to adult sites, or advertisements for adult sites.

Pirated Software (Warez) – Any software that is copyrighted and not freely available for distribution without cost; i.e. ROMs, ROM Emulators and MPEG Layer 3 files (MP3).

Copyright Violations – Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer.

Hacking/Phreaking – Includes sites with material, links, or resources for hacking, phreaking, viruses, anarchy, or any type of site that promotes or participates in willful harm to Internet sites or providers.

Network Security

Customers may not use the Noront Website Marketing Network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy.

Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. Noront Website Marketing will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

CGI Scripts

Each Noront Website Marketing account comes fully equipped with its own pre-configured CGI-Bin. Customers are free to use any CGI-scripts provided with their account or add any additional ones they require. Any CGI-scripts deemed to be adversely affecting the server performance or the network integrity may be shut down without prior notice. CGI-script sharing with domains not hosted by Noront Website Marketing is not allowed.

Chat Rooms

Noront Website Marketing prohibits its customers from installing outside chat rooms on their domain, as these tend to be a resource problem. Noront Website Marketing does provide its customers a choice of Java chat rooms to choose from for a nominal monthly charge. These chat rooms were designed to meet the growing needs of customers and function without hindering the performance of the servers for others.

Server Resources

Any web site that uses a high amount of server resources (such as, but not limited to CPU time, memory usage, and network resources) will be given an option of either upgrading their service level or reducing the resource used to an acceptable level.

Background Running Programs

Background daemons in general are prohibited. Noront Website Marketing will consider requests on a per-application basis. If allowed, extra charges will be assessed based on resource requirements for system maintenance.

IRC

Noront Website Marketing currently prohibits its customers from operating IRC or IRC Bots on any of the servers in the Noront Website Marketing Network.

Commercial Advertising/ Mass Mailings

You must not use the Noront Website Marketing Network, equipment or email services in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of the Noront Website Marketing Network, Noront Website Marketing equipment or any Noront Website Marketing email address. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's email address accessible to the public will not constitute a request or invitation to receive messages. If you are found to have spammed, without warning, Noront Website Marketing reserves the right to disable your domain. In addition, Noront Website Marketing may impose a \$100 penalty for each spam policy violation. Noront Website Marketing solely reserves the right to refuse or cancel service to known spammers. Lastly, Noront Website Marketing reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

Distribution and/or Transmission of Obscene or Indecent Speech or Materials

Violation of indecency and obscenity laws can result in criminal penalties Intellectual Property Rights Material accessible to you through Noront Website Marketing Services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the Noront Website Marketing Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Noront Website Marketing Network. If you use a domain name in connection with the Noront Website Marketing Service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Defamation

Defamatory speech distributed over the Internet can result in civil liability for the defamer.

Refusal of Service

Noront Website Marketing reserves the right at its sole discretion to refuse or cancel service. Violation of any of Noront Website Marketing Rules and Regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded.

Service Cancellation

To authenticate a cancellation request, you must mail a written cancellation notice to Noront Website Marketing, 1 Webster Street, Virginiatown, ON P0K 1X0 or email to shirl@norontwebsitemarketing.ca.

Your cancellation notice must include your account email address, account name, account password and the domain on which you want to cancel the hosting. We cannot accept cancellation requests over the phone for security reasons.

Indemnification

Customer agrees that it will protect, indemnify, save and hold Noront Website Marketing harmless from any and all stipulations, liabilities, losses, expenses and claims, as well as reasonable attorney's fees assessed against Noront Website Marketing, its agents, customers, officers, employees and administration that may arise or result from any service provided or performed or agreed to be performed or any product sold by it's customers, agents, employees or assigns.

Customer agrees to defend, indemnify and hold Noront Website Marketing harmless against liabilities arising out of;

- 1) any injury to person or property caused by any products sold or distributed in association with Noront Website Marketing Services
- 2) any material furnished by customer infringing or allegedly infringing on the proprietary rights of a third party
- 3) copyright violation and any defective products sold to a customer from Noront Website Marketing Services.

Disclaimer

Noront Website Marketing will not be responsible for any damages your business may suffer. Noront Website Marketing makes no warranties of any kind, expressed or implied for services we provide. Noront Website Marketing disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Noront Website Marketing Services and its employees. Noront Website Marketing reserves the right to amend or update these policies without notice.

Failure to follow any terms and conditions may result in account deactivation.

Noront Website Marketing furthermore expects that its customers who provide Internet services to others will fully comply with all applicable laws concerning the privacy of online communications. A customer's failure to comply with those laws will violate this policy. Finally, Noront Website Marketing wishes to emphasize that in accepting services, customers indemnify Noront Website Marketing for the violation of any law or Noront Website Marketing policy that results in loss to Noront Website Marketing or the bringing of any claim against Noront Website Marketing. This means that if Noront Website Marketing is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against Noront Website Marketing, plus costs and reasonable attorneys' fees.