



2411 19 ST N \* Lethbridge, AB \* T1H 4T4 \* 403 329-6661

## **SUBSCRIPTION AGREEMENT**

### **WEB HOSTING SERVICES:**

Asteroid PC Inc. hereby offers to provide to Subscriber web hosting services in accordance with the following terms, conditions and policies at the normal prevailing rates for such services as have been described to the Subscriber. Subscriber agrees not to allow Asteroid PC Inc. equipment and services to be used for activities specifically prohibited in the Asteroid PC Inc. Terms of Service (TOS) as described below and otherwise to use such web hosting services in accordance with this Agreement.

### **SPAM POLICIES:**

Spam is prohibited. We do not allow our servers or resources to be used in any way to facilitate the sending of Spam mail (unsolicited commercial email). Customer agrees not to utilize the Provider service, network, equipment or email addresses in connection with the transmission of the same or substantially similar unsolicited message. Customers responsible for violating this clause of the terms and conditions will be fined \$200 per message, due immediately. Payment by Customer under this provision shall not prevent Asteroid PC Inc. from seeking other legal remedies against Customer.

### **PROHIBITED ACTIVITIES:**

Asteroid PC Inc. does not support, allow, or host:

- Sites that give away free email accounts or free hosting accounts on a commercial basis.
- Hacking or any perpetration of security breaches.
- Warez sites.
- Auto surf Scripts
- Torrent tracking.
- Web mail interfaces or any other mailing related software without written permission from Asteroid PC Inc. support (we provide a web mail interface with all of Asteroid PC Inc. accounts)
- Custom installations of any kind of web statistic analysis script on our servers. Asteroid PC Inc. provides clients with web statistics calculated using log files which are processed every 24 hours.
- Safe Lists.
- IRC servers or gaming servers.
- Any form of Pornography.
- Child Pornography or any activities harmful to minors.
- Fraudulent Activity.
- Trademark or Copyright Infringement.





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- Network Attacks or any unfriendly effort to affect service on another network or server.
- Virus distribution.
- Anonymous gateways.
- MLM (Multi Level Marketing) or MLM related type sites, or email promotion/marketing sites.
- Pharmacy or prescription related sites.
- Hate sites.
- Any scripts that can create shell login to the server.

Asteroid PC Inc. allows 1 account, per website or domain.

#### ACCOUNTING MATTERS:

##### Account Cancellations:

All subscription plans can be cancelled within seven days of the next billing cycle.

##### 30 Day Money Back Policy:

Asteroid PC Inc. offers refunds on hosting for accounts cancelled within 30 days of opening. Refunds are always granted unless the account was closed due to a violation of our TOS. Pay Pal payments are charged a small fee from Pay Pal for refunds.

All prices listed on our site are in Canadian Dollars.

#### IP BLOCKING:

Asteroid PC Inc. reserves the right to block IPs from known spam addresses and high-risk IP addresses known for hacking and virus sending. Asteroid PC Inc. does this to protect both servers and customers from viruses, spam emails and hacking. Customers who would like to report spam IPs can contact [mail@asteroidpc.com](mailto:mail@asteroidpc.com). Customers who would like to have further information regarding IP blocking can also contact [mail@asteroidpc.com](mailto:mail@asteroidpc.com). Asteroid PC Inc. DOES NOT block out entire country IP ranges.

#### MYSQL DATABASES:

A maximum size of 1000 Megabytes is permitted.





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#### EQUIPMENT ABUSE:

Asteroid PC Inc. will not tolerate:

- Abuse of our servers including but not limited to Applications/scripts/software that a client runs on our servers that cause the server to load beyond a reasonable level. e.g. 100% CPU usage for a prolonged period.
- Abuse of support staff or the support system in general.

#### REMEDIES:

Asteroid PC Inc. reserves the right to terminate any Subscriber's account who does not meet the TOS above.

Please note that this TOS is subject to change and it is the Subscriber's responsibility to regularly check for modifications that may be posted on the Asteroid PC Inc. website and the Subscriber agrees to be bound by such modifications.

Asteroid PC Inc. does not issue refunds for terminating service due to suspected TOS violations.

#### INDEMNIFICATION:

Subscriber agrees to indemnify and save harmless Asteroid PC Inc. from any claim, demand, loss, cause of action, liability, cost or expense, including without limitation reasonable attorney's fees, which may be incurred by or asserted against Asteroid PC Inc. which results from any action on the part of Subscriber or Subscriber's employees, or agents.

Subscriber agrees to indemnify and save harmless Asteroid PC Inc. from any claim due to the loss of service or data for any reason whether by Subscriber or by a third party with whom Subscriber deals presently or with whom Subscriber dealt in the past.

Asteroid PC Inc. reserves the right to amend or otherwise change this agreement by publishing the updated service agreement on the Asteroid PC Inc. Web site and Subscriber's sole remedy arising there from shall be an entitlement to cease future use of the web hosting services provided under this Agreement.





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**ACCEPTANCE OF SUBSCRIPTION:**

I, the undersigned, agree to the Terms of Service listed above and subscribe to web hosting services to be provided by Asteroid PC Inc.

Signature: \_\_\_\_\_

Name (print full legal name): \_\_\_\_\_

Date (YYYY-MM-DD): \_\_\_\_\_

