



Canada Lake Computer Services Inc

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Caroga Lake, NY 12032

518-835-4103 sales@clcsinc.com

StumpHost.net Web Hosting Rates

		1 Year	2 Years
Single Domain Name Registration		\$22.50	\$35.00
Domain Name Registration Transfer		\$40.00	\$50.00
Private Registration Keeps Owners Information Private		\$14.00 additional	\$28.00 additional
Domain Name Renewal		\$22.50	\$35.00
Domain Forwarding		\$10.00	\$15.00

All Domain names are registered with automatic renewal to prevent loss of name due to missed renewal

	Lite 200 MB storage 500 MB bandwidth 5 email accts	Basic 750 MB storage 1200 MB bandwidth 50 email accts	Plus 2000 MB Storage unlimited bandwidth 100 email accts
Web Site Hosting	185.00 / year	19.95 / month 239.40/year	24.95 / month 299.40/year
Advanced Spam Blocker	n/a	4.95 / month	4.95 / month

Billing by month or year

Terms of Service

Our terms of service are designed to be read by the average Joe, not by some high-priced lawyer. Please read this information carefully prior to ordering services from us, and make sure you understand what it says. It's a binding contract between CLCS and you. If you have any questions about what you see on this page, please feel free to contact us at sales@clcsinc.com or 518-835-4103

The Services We Provide

In exchange for the fees you pay in advance, we will host your website on a shared server, so long as you abide by the terms and conditions that are set out in this document, and in any other agreements that relate to the services we may provide to you. We will provide the services according to the specifications listed for the hosting package you select during the signup process. For clarity, the term "services" refers to the web hosting services that we will provide to you. The term "CLCS" or "us" or "we" refers to Canada Lake Computer Services, Inc.

Permission to Host Your Content

For us to host your website, it is necessary for you to upload your content to a server. When you do this uploading, you are creating one or more copies of your content on this system. By purchasing hosting services from us, you acknowledge that these copies are being made, and give us the permission (a license) to maintain these copies and make them available to users of the Internet. You are solely responsible for providing all of the content and other data that make up your website.

When the Services will be Available

We will attempt to provide the services 24 hours a day, 7 days a week for as long as you have paid for them. Sometimes, however, for a number of reasons, the services may be unavailable to you. You must recognize and acknowledge that due to the nature of web hosting technology, occasional unavailability of the services cannot be avoided. Sometimes there are equipment malfunctions. At other times we undertake periodic maintenance procedures or repairs. Still other times, there are causes beyond our control like power failures, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network traffic and other occurrences. We have not promised to provide you with uninterrupted service.

Personal Information

We take your privacy very seriously, and as such, will not sell your personal information to third party and will take reasonable steps to keep it from being disclosed to any third party. Read more in our Privacy Policy, below.

Cancellation

As we explain in this paragraph, we offer you a **money-back guarantee** if you cancel with us during the first 30 days. And here is how our cancellation policy works. It is very simple. If you cancel your account within 30 days of first signing up, we will provide you with a full refund excluding any setup fees and domain registration fees that

were charged when you signed up. The only way to cancel your account is by submitting information through phone contact (518-835-4103) with our support staff.

If we register a domain name for you as part of your hosting package with us, and you decide that you want to cancel your account during the first 30 days, then we will deduct the cost of the domain name from the money we refund you. If you cancel your account after the first 30 days have passed, or after your account is renewed then unfortunately we will not be able to issue any refunds. Please note: upgrades to hosting service, domain registration and transfer and SSL certificates are non-refundable. Our policy regarding web design services is as follows: We do not issue refunds once we have started work. If you order design services and cancel before we have started working on the design and before 30 days have passed then we will refund the full cost of the design service.

Automatic Renewal

When you sign up, your CLCS account will be enabled with auto-renewal, which means that when your renewal date arrives, your hosting plan and domain will be renewed. If you wish to not have this happen, and you would not like to renew your account, you must cancel 14 days prior to your renewal date. If you have any questions as to when your renewal date is, simply give us a call (518-835-4103). If you fail to cancel 14 days prior to renewal, your account will be renewed for a new term. The renewal fee will be due and non-refundable.

Acceptable Use/Illegal Activity

CLCS strives to maintain a high-level of service, and a lot of customers depend on our high standards of quality. As such, we will not provide services to those that are using our services for:

- Hacking, which includes, for example penetrating or attempting to access, without authorization, another computer or network. Port scans, stealth scans, and fraudulent credit card "phishing" techniques are also prohibited.
- Hosting of files or other data that infringes on another's copyright or other intellectual property rights.
- Spamming, or sending of bulk unsolicited email. We maintain a strict policy on spamming, which includes the sending of unauthorized commercial messages by use of our services, or by maintaining an open SMTP connection. We reserve the right to refuse or terminate service based on reasonable indications that you are engaged in spamming of any sort.
- Uploading or linking to any content that violates another's right of publicity or privacy.
- Distributing hate speech, or any other content that is obscene, abusing, which could be considered libelous and defamatory.
- Hosting, storing, or distributing child pornography. If any such content is found and brought to our attention, the proper law enforcement agencies will be notified.

Disproportionate loads placed on the server.

While our shared services are suitable for the bulk of our customers, there comes a time

for some websites when they are better suited for a larger plan, which allows for more dedicated CPU and memory resources. We reserve the right, in our sole discretion, to discontinue service to any customer with a website or other hosted data that takes up more than 10% of the resources of the server's CPU. This means that if your website is found to be utilizing more than 10% of the CPU and memory of the service, we reserve the right to take your site offline. If this becomes necessary, you can either upgrade your hosting package, or request a pro-rated refund of the amounts you have paid in advance for the services. Due to the severity of this, and our ability to act quickly to correct these situations to avoid server issues, we will do everything reasonably feasible to provide you with a warning prior to taking your site offline, but we accept no obligation to do so.

These Terms of Service May Change

Due to our evolving business, and the changing nature of the web hosting industry, these terms of service may change. We will post the changes on our web site, and email a copy to you registered address. Your continued use of the service means you accept the changes we have made.

DMCA Copyright Infringement Information

In accordance with the Digital Millennium Copyright Act, we have adopted a policy to suspend or terminate the accounts of website owners found to be in violation of copyright. We respect the intellectual property of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Indemnification

If CLCS is sued or threatened with a lawsuit from a third party because of something you do with the services you agree to pick up the tab if CLCS is found liable or pays to settle the dispute. In legal terms, this is called "indemnification." Not only do you agree to reimburse CLCS for what it pays to satisfy a judgment or settle a case, you also agree to pay CLCS's reasonable attorney's fees and all other costs CLCS incurs in defending itself.

Disclaimer of Warranties

You may have noticed that up to this point these terms of service have been kind of easy to read and understand. But our lawyers tell us that this section, dealing in the disclaimer of warranties, has to retain its legalese style. Sorry about that. CLCS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLCS MAKES NO WARRANTY THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. CLCS DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. Some jurisdictions do not allow the disclaimer of implied warranties, in which event that foregoing disclaimer may not apply to you.

Limitation of Liability

Here is another section that has to retain its legalese. Simply stated, what this section is saying is that if something goes wrong, CLCS cannot be held liable for it. IN NO EVENT SHALL CLCS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES, YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF CLCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states may not allow such a broad exclusion or limitation on liability for damages as contained in these terms of services. In those states, our liability is limited to the full extent permitted by law. You agree that in no event shall our maximum aggregate liability exceed the total amount paid by you for the services in dispute purchased from us.