EVOLUTION IN DESIGNZ
Online Business Solutions

WEBSITE HOSTING AGREEMENT

THIS AGREEMENT IS BETWEEN:

(1) Evolution in DesignZ a company registered in Toronto, ON Canada whose registered office is at 208-5 Adrian Ave, Toronto, ON M6N 5G4 ("the Host") and

(2) You/Your Organization ("the Client")

WHEREAS:

(1) The Host is an internet service provider and offers website hosting facilities to clients using all appropriate hardware connected to the World Wide Web via the internet.

(2) The Client wishes to use the Host's Service to host its website on the Hosting Hardware under the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation
1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Account" means the details of the Client that are required and held by the Host to facilitate the provision of the Service to the Client including, but not limited to, identification and location details, payment details, username and password, and details of the Service provided to the Client;

"Business Day" means a day (that is not a Saturday or Sunday) on which banks are open for business in Ontario;

"Client Website" means the website that the Host is hosting for the Client and refers to all parts of that website including, but not limited to, component files and related services such as email;

"Fee" means the sum payable by the Client to the Host in order to receive the Host's Service;

"Hosting Hardware" means all computer and networking equipment used by the Host in the provision of the Service including, but not limited to, servers and network infrastructure;

"Hosting Package" means one of the Service packages described on the Host's website and generally refers to the package selected by the Client;

"Hosting Software" means all software used by the Host in the provision of the Service;

"Order" means an order placed by the Client with the Host for the provision of the Service which shall contain details of the Client's chosen Hosting Package; and

"Service" means the collective components of the Host's website hosting service which includes, but is not limited to, the provision of internet connectivity, bandwidth, website storage, software, email accounts and data back-ups, in combination with the Client's chosen Hosting Package and can refer either to those components as a whole or to specific parts as the context may require.

1.2 The clause headings used in this Agreement are used for convenience only and are not intended to affect the meaning or interpretation of the terms of this Agreement.

2. Service
2.1 Once the Client's Order has been placed and processed the Host will use its best endeavours to commence provision of the Service as soon as reasonably possible. In any event the provision of the Service will commence no later than 1 Business Day after completion of the Order.

2.2 In the event that the provision of the Service is delayed by more than 3 Business Days from completion of the Order the Host will contact the Client, giving the Client the option of waiting for a further Business Day or receiving a full refund of all Fees paid. In the event of further delay, the process in this sub-clause 2.2 shall be repeated.

2.3 The Host is under no obligation to provide any Service that is not set out in the Client's Order and the relevant Hosting Package unless the Host and Client enter into a new written Agreement for the provision of additional services.

2.4 The Host may, in its sole discretion, alter, improve or otherwise modify the Service provided that any such change will not significantly alter the provision of the Service to the Client or result in the removal of any features or services that form part of the Hosting Package. The Client will be notified no later than 5 Business Days in advance of any planned changes and will receive full documentation of any action required on their part. No alterations to the Service shall affect the Fees payable by the Client.

2.5 Notwithstanding the provisions of sub-clause 2.4 the Host may take any action necessary to address or repair faults in Hosting Hardware or Host Software without any prior notice to the Client. If such faults or remedial action results in an interruption to the provision of the Service the Client will be notified in accordance with the provisions of clause 3 of this Agreement.

3. Availability of Service
3.1 The Host will use its best and reasonable endeavours to ensure that the Service is provided to the Client on a constant, uninterrupted basis throughout the Term of this Agreement.

3.2 Notwithstanding sub-clause 3.1, the Host shall not be liable for Hosting Hardware downtime or interruptions to the provision of the Service where such downtime or interruptions last for no more than 24 hrs.

3.3 Where the Service is unavailable for more than 24 hours the Host will contact the Client and provide reasons for the interruption or, where this is not possible due to an undiagnosed problem, state that the problem is undiagnosed but is being investigated.

3.4 Where Service interruption due to Hosting Hardware failure cannot be remedied within 3 the Host shall:

3.4.1 Transfer the Client Website to alternative Hosting Hardware in order to restore the provision of the Service; or where this is not possible

3.4.2 Notwithstanding sub-clause 8.1.1, from the end of the initial 24 hour period of Service interruption, keep a record of the number of whole days of Service interruption. Upon restoration of the Service, any partial days shall be rounded down and the Host will reimburse the Client for the interrupted period. The reimbursement will be calculated on a pro-rata basis and shall be credited to their account.

3.5 Where the provision of the Service is interrupted through the fault of any third party, the Host shall bear no responsibility or liability.

4. Fees and Payment
4.1 Fees for the Hosting Packages offered by the Host are published on the Host's quote for hosting. All charges payable by the Client shall be in accordance with the information published on the quote.

4.2 The Client is required to pay all fees due in advance of one month period of Service provision.

4.3 The Host may at any time change the price of its Hosting Packages. The Client will not be subject to any additional charges or refunds during a 1-month period of Service provision. Any change in fees will be reflected in subsequent renewals of Service provision. The Host reserves the right to continue charging old fees for renewals where the new fee is higher.

4.4 The Client may, at any time, change their Hosting Package. If the Client chooses to do so, the Host will refund the original fee paid by the Client relative to the number of whole months out of the 1 month period of Service provision that remain. The client will be invoiced for a new 1 month period of Service provision in accordance with the fees for their new chosen Hosting Package.

4.5 All fees payable by the Client to the Host shall be paid in full, without set off or deduction. The Host reserves the right to suspend the Service or cancel the Client's Order if fees are not paid on or before the due date.

5. Changes to this Agreement
5.1 The Host reserves the right to change the terms of this Agreement and all other terms and conditions and policies which may affect Clients in order to comply with changes in the law.

5.2 The Client will be informed of any such changes and shall be deemed to be bound by them 1 calendar month after receiving the notice.

5.3 If the Client does not agree to be bound by the changes they may terminate this Agreement in accordance with Clause 12.

6. Client Undertakings and Obligations
6.1 The Client may not use the Service or any other Hosting Hardware and Hosting Software for any unlawful or otherwise inappropriate purposes. This includes, but is not limited to:

6.1.1 Distribution of viruses, spyware, malware, or any other form of code designed to cause harm or nuisance to hardware or software or to obtain data without consent;

6.1.2 Distribution of pirated material including, but not limited to software, movies, music and written works; and

6.1.3 Distribution of obscene or illegal material including that which is pornographic, abusive, threatening, malicious, harassing, fraudulent, defamatory or that which encourages criminal activities.

6.2 The Client may not use their website to link to any other sites or systems hosting any material described in sub-clause 6.1.

6.3 The Client will monitor and supervise any and all third party activity on their website (including communications systems such as forums). Any third party activity that may fall within the provisions of sub-clause 6.1 must be stopped or removed, as appropriate.

6.4 The Client must ensure that any and all activity conducted through the Client's Website in relation to the collection of personal information complies with all applicable laws in Ontario, Canada and/or their home country, state/province.

6.5 The Client must ensure that any and all activity conducted through the Client's Website in relation to selling complies with all applicable laws in Ontario, Canada and/or their home country, state/province.

6.6 The Client is responsible and accountable for all activity relating to their website and the Service that is carried out by third parties on their behalf.

6.7 The Client will use its best and reasonable endeavours to supply all information required to facilitate the provision of the Service to the Host in a timely fashion.

7. Intellectual Property and Proprietary Rights
7.1 The Client will not acquire ownership rights over any of the Host's Intellectual Property in or in relation to the Service or in relation to any other property owned by the Host.

7.2 The Host will not acquire ownership rights over any of the Client's Intellectual Property in the Client's Website or any other material belonging to the Client.

7.3 The Client agrees to fully indemnify the Host against all costs, expenses, liabilities, losses, damages, claims and judgments that the Host may incur or be subject to as a result of the infringement of any Intellectual Property infringement owned by third parties arising from:

7.3.1 The Client's failure to obtain the necessary rights and permissions from third parties in order to enable the Host to legally provide the Service;

7.3.2 The provision of the Service by the Host based upon information and material provided by the Client.

8. Liability
8.1 Subject to Clause 3 and sub-clauses 8.2 and 8.3 the Host shall not be liable to the Client or to third parties for:

8.1.1 Any losses resulting from interruptions or downtime to the Service;

8.1.2 Any inability, on the part of the Client, to use the Service;

8.1.3 Any damage or loss resulting from the loss of confidentiality caused by the storage of information on the internet.

8.2 Nothing in this Clause shall exclude the liability of the Host for death or personal injury resulting from the Host's negligence or that of its employees or agents.

8.3 Nothing in this Clause or in this Agreement shall exclude the liability of the Host for fraudulent misrepresentation.

9. Warranty Disclaimer
Subject to the provisions of this Agreement, the Host gives no warranty, express or implied, in connection with the Service as to fitness for purpose, quality, noninfringement or merchantability.

10. Indemnity

10.1 The Client will fully indemnify the Host against all costs, expenses, liabilities, losses, damages and judgments that the Host may incur or be subject to as a result of any of the following:

10.1.1 The Client's misuse of the Service;

10.1.2 The Client's breach of this Agreement;

10.1.3 The Client's negligence or other act of default;

10.1.4 The Activities of third parties conducted on the Client's website using facilities such as blogs, forums and chat.

11. Force Majeure
11.1 Neither the Host nor the Client shall be liable for breaching this Agreement where that breach results from Force Majeure.

11.2 Force Majeure refers to any event that is beyond the reasonable control of the parties and includes, but is not limited to, acts of God; acts of war; national emergencies; governmental action; union action; civil unrest; fire; explosion; flood and theft.

12. Term and Termination
12.1 The initial period of Service provision will commence on the date that the Client's Order is processed. This term shall last for a period of 12 months, subject to the termination provisions below and to the refund provisions of sub-clause 2.2 of this Agreement.

12.2 Subsequent periods of Service Provision shall last for a period of 12 months each and will follow on from a previous period, without interruption, subject to the fulfilment of the Client's payment obligations under Clause 4 of this Agreement. All subsequent periods are subject to the termination provisions below.

12.3 The Host reserves the right to terminate this Agreement or to suspend the Service in the following circumstances:

12.3.1 If the Client fails to pay fees due under Clause 4 of this Agreement;

12.3.2 If the Client is in breach of the terms of this Agreement;

12.3.3 If the Client becomes insolvent;

12.3.4 If the Client is unable to pay its debts; or

12.3.5 If the Client has a receiver, manager, administrator or administrative receiver appointed over all or a substantial part of its undertakings, assets, or income; has passed a resolution for its winding up; or is the subject of a petition presented to a court for its winding up or for an administration order.

12.4 The Client may request the termination of the Service and this Agreement by written notice, 35 days in advance, supplying their full name, email and organization name and then fully and accurately completing a cancelation form provided by the Host. Until the cancellation form has been filled out the contract will be deemed as not terminated. The following shall apply to such situations:

12.4.1 The issuing of refunds is at the sole discretion of the Host;

12.4.2 If the Client wishes to terminate during the course of a 12 month period of Service provision the Service will end 1 month after the Host receives the Client's notice. No refund will be issued.

12.5 On termination of the Service and this Agreement the Client's Website and all related material will be removed from the Hosting Hardware. If the Client sends a termination notice in error or changes their mind, the Host must be informed within 2 months of the notice that the Client wishes their Account to be restored. Any notification outside of this period will require a new Account to be set up with the Client being required to pay for a full 12 month period.

13. Assignment
13.1 The Host reserves the right to assign or otherwise transfer any rights or obligations under this Agreement.

13.2 The Client may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the host.

14. Severance
In the event that any provision of this Agreement is found to be invalid or otherwise unenforceable for any reason, the remaining provisions shall continue in full force without being impaired or invalidated in any way. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other provision or a subsequent breach of any provision.

15. Law and Jurisdiction
This Agreement is governed by the laws of Ontario, Canada. Any dispute relating to this Agreement shall fall within that jurisdiction. By purchasing a hosting package with the Host you are agreeing to the above terms and conditions.

_____
Organization

_____
Authorized Officer Name

_____
Signature

_____
Date