



Acceptable Use Policy (AUP)

Ultimate Websites (Ultimatewebsites.ca) is the product of Hornung Corporation which is also offered as a product through all of our respected and qualified resellers. All matters of this AUP pertain to customers using the Ultimatewebsites.ca product and service. Hereafter, all matters relating to customers using Ultimate Websites will be referred to as customers of Hornung Corporation. By using our web hosting services, you agree to comply with our policies. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. Common sense is the best guide as to what is considered acceptable use.

The following are unacceptable uses:

Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of U.S. or Canadian export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities.

Interpretation

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. Hornung Corporation reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

Illegal Use

Hornung Corporation servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Mp3". We will be the sole arbiters as to what constitutes a violation of this provision.

System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

It is a violation for anyone who, including but not limited to, employs posts or programs which consume excessive CPU time or storage space, permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; or resale of access to CGI scripts installed on our servers.

Tortuous Conduct

No one shall post defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.

Spamming

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.

It is contrary to Horning Corporation policy for customers to use our servers to effect or participate in any of the following activities:

- To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;
- To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Horning Corporation provided server, or using a Horning Corporation provided server as a mail drop for responses.
- To falsify user information provided to Horning Corporation or to other users of the service in connection with use of a Horning Corporation service.

When Horning Corporation becomes aware of an alleged violation of its Acceptable Use Policy, Horning Corporation will initiate an investigation (within 24-48 hours). During the investigation Horning Corporation may restrict Customer access in order to prevent further possible unauthorized activity. If the Customer is found in violation of our SPAM policy, Horning Corporation may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Also, Horning Corporation reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. If such violation is a criminal offense, Horning Corporation will notify the appropriate law enforcement department of such violation.

Horning Corporation does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

The Customer shall be held liable for any and all costs incurred by Horning Corporation as a result of the customer's violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. First violations will result in a Cleanup Fee of \$500 and the customer's account will be reviewed for possible immediate termination. The Customer who violates this policy agrees to also pay Investigation Fees of no more than \$150 per hour that Horning Corporation personnel must spend to investigate any violations.

Modification

Horning Corporation reserves the right to add, delete, or modify any provision of this Policy at any time without notice. Reporting Network Abuse any party seeking to report any violations Horning Corporation's policy may contact via e-mail: office@ultimatewebsites.ca

CUSTOMER SERVICE AGREEMENT

This is an agreement between you and Horning Corporation regarding your use of Horning Corporation's interactive information, communication, and server management service. This Agreement governs the terms and conditions under which Horning Corporation makes the services offered by Horning Corporation available to individual consumers through a personal computer or similar access, or to individual consumers or small businesses in connection with the "Horning Corporation" web hosting or similar services. Under this Agreement, you must comply with Horning Corporation's then current "Acceptable Use Policy," as updated from time to time by Horning Corporation.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

1. Horning Corporation will host an account for you, the purchaser (hereafter referred to as the Account Holder), for the Account Holder's chosen domain name, for the period of time (the Term) corresponding with the payment plan chosen by the Account Holder. This contract will be automatically renewed at the end of the term and each successive renewal term, unless terminated. We require notification of non-renewal with at least 30 days notice but not more than 60 days prior to the renewal date. If you do not provide this notice, you will be charged for the next terms rate.
2. Horning Corporation's services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Horning Corporation expressly disclaims any representation or warranty that the Horning Corporation services will be error-free, secure or uninterrupted. No oral advice or written information given by Horning Corporation, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice. The terms of this Section will survive any termination of this Agreement.
3. The Web Server Internet account and/or related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws. Further, the Account Holder agrees not to store, transmit, link to, advertise or make available any images containing pornography. Violations of these or any other provisions of this Agreement may result in termination of the services provided by Horning Corporation, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of Horning Corporation based upon the severity of the violation. Horning Corporation reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of Horning Corporation's then current Acceptable Use Policy, in the sole and absolute opinion of Horning Corporation.

Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless Horning Corporation from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Horning Corporation, (collectively, Claims) related to or in connection with the content of the Account Holder's website. The terms of this Section will survive any termination of this Agreement.

4. Account Holder acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to the Account Holder. Account Holder is aware that Horning Corporation reserves the right to change the specified rates and charges from time to time.

5. The Account Holder agrees to follow generally accepted rules of "Netiquette" when sending e-mail messages or posting to newsgroups. Account Holder is responsible for security of its password. Horning Corporation will not change passwords to any account without proof of identification, which is satisfactory to Horning Corporation, which may include written authorization with signature. In the event of any partnership break-up, divorce or other legal problems that includes Account Holder, Account Holder understands that Horning Corporation will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will Horning Corporation be liable for any losses incurred by Account Holder during this time of determination of ownership, or otherwise. The Account Holder agrees to indemnify and hold harmless Horning Corporation from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.
6. The Account Holder agrees not to harm Horning Corporation, its reputation, computer systems, programming and/or other persons using Horning Corporation's services. Horning Corporation reserves the right to select the server for Account Holder's website for best performance. The Account Holder understands that the services provided by Horning Corporation are provided on a shared server. This means that one website cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Account Holder's website overwhelms the server and causes complaints from other users, the Account Holder has outgrown the realm of shared servers, and will need to relocate it's website to a more appropriate server. Horning Corporation will refund any unused portion of prepaid services. If the Account Holder refuses to comply with this Section, then Horning Corporation has the right to terminate the services provided to the Account Holder without any refunds of the unused portion prepaid by the Account Holder. The Account Holder agrees to indemnify and hold harmless Horning Corporation and any other Account Holder from any and all Claims resulting from the Account Holder's use of the services provided by Horning Corporation. The terms of this Section will survive any termination of this Agreement.
7. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of Horning Corporation.
8. If the Account Holder sells or resells advertising or web space to a third party then the Account Holder will be responsible for the contents of that advertising and the actions of that third party. Horning Corporation has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then current Horning Corporation Acceptable Use Policy. The e-mail distribution by the Account Holder of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL E-MAIL", is expressly prohibited. If the Account Holder refuses to remove any advertising or other third party content deemed objectionable by Horning Corporation, Horning Corporation may terminate the services being provided to the Account Holder.
9. Horning Corporation will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall Horning Corporation be liable to the Account Holder for any damages resulting from or related to any failure or delay of Horning Corporation in providing access to the Internet under this Agreement. In no event shall Horning Corporation be liable to the Account Holder for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of Horning Corporation under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder hereunder. The terms of this Section will survive any termination of this Agreement.
10. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. A Horning Corporation

account may not be transferred without prior written approval from Horning Corporation. The Account Holder is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of the Horning Corporation services, including any damages resulting there from, until the Account Holder notifies Horning Corporation's customer service.

11. If Horning Corporation assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the Horning Corporation services, the right to use that Internet Protocol address will remain with and belong only to Horning Corporation, and the Account Holder will have no right to use that Internet Protocol address except as allowed by Horning Corporation in its sole and absolute discretion.
12. This Agreement constitutes the entire agreement between the Account Holder and Horning Corporation with respect to the Horning Corporation services and supersedes all prior agreements between the Account Holder and Horning Corporation. Horning Corporation's failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. The terms of this Section will survive any termination of this Agreement.

General Provisions

Governing Law. This Agreement will be governed and construed in accordance with the laws of the Province of Ontario. Both parties agree to submit to personal jurisdiction in Ontario and further agree that any cause of action arising under this Agreement will be brought in a court in Ontario, Canada.

Severability and Waiver. If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

Relationship of Parties. No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

Attorneys Fees and Costs. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as may be fixed by a court of competent jurisdiction.

13. The Account Holder agrees to indemnify and hold Horning Corporation harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and Horning Corporation will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.
14. Horning Corporation may include the Account Holder's name and contact information in directories of Horning Corporation service subscribers for the purpose promoting the use of the services by additional potential clients. However, Horning Corporation is not authorized to print the Account Holder's name, trademarks or other identifying information in any other advertising or promotional materials without the prior consent of the Account Holder.
15. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement

shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

16. Because the Internet is a global communication tool, it is difficult to dictate what is considered "adult material." However, it is not our function to discriminate against those who choose to utilize adult content or adult related material. This being said, there are still several reasons why Horning Corporation has been forced to create its no adult sites policy for its server users.
17. Account holders can receive a refund of their hosting service portion of their prepayment. No refunds are given for work already performed. This includes any graphics, photo manipulation, programming, research, and preparation.
18. Horning Corporation may temporarily deny service or terminate this Agreement upon the failure of Account Holder to pay charges when they become due. Such termination or denial will not relieve the Account Holder of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.
19. If an account holder's account becomes overdue, the account will be suspended. Interest will accrue on the overdue account at a rate of 1.5% per month until the outstanding balance is paid in full.
20. If funds from an account holder charges back for services rendered, a \$25.00 charge back fee will be added to the amount charged back by the customer.
21. If an account holder's account is overdue for 90 days, the account will be handed over to an outside collection agency. At that time the account holder will incur a \$50.00 collection fee added to the balance previously due.
22. All accounts are subject to verification.
23. You agree that Horning Corporation may establish limits concerning use of any Horning Corporation service offered on any Horning Corporation website, including without limitation the maximum number of days that e-mail messages will be retained by any Horning Corporation service, the maximum number of e-mail messages that may be sent from or received by an account on any Horning Corporation service, the maximum size of an e-mail message that may be sent from or received by an account on any Horning Corporation service, the maximum disk space that will be allotted on Horning Corporation's servers on your behalf either cumulatively or for any particular service. You agree that Horning Corporation has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any Horning Corporation service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Horning Corporation service may change at any time.

Adult Content

What does Horning Corporation consider "Adult Material?"

- Any site whose revenue is gained in part or whole from its adult content.
- Photos or videos showing frontal nudity of either men or women for non-scientific purposes.
- Photos or videos showing graphic violence or death.
- Revenue-generating hyperlinks to sites who violate Horning Corporation's 'Terms of Service' policy.

Why does Horning Corporation have this policy?

We provide web service in a shared environment where many websites reside on each particular server. This being said, consider that an average "adult site" gets more hits than 100 standard websites. Some of the smaller adult sites get around 5 GB of transfer per day. With these types of resources being utilized, our servers would be severely slowed if we allowed these high traffic sites to also reside on our servers. On top of that, we would be forced to raise our prices to pay for the additional bandwidth. We strive to keep our servers fast and inexpensive, and our bandwidth clear; therefore, adult sites are not an option.

Horning Corporation reserves the right to decide what it considers "adult content", "adult material", "sexually explicit", or "sexually related". Let us know if you are unsure of the approval of your site before placing an order.

Terms of Service

1. Horning Corporation may only be used for lawful purposes. Customer will not store or provide any Content or User Content that: (a) violates any federal, province, state, or local law, statute, ordinance, or regulation (including, without limitation, export control, consumer fraud, unfair competition, antidiscrimination, gambling, or false advertising laws); (b) is defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (c) is obscene, child pornographic, or indecent; (d) violates any third party's right of publicity or right of privacy; or (e) contains any IRC application, bots, egg drops, viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
2. Customer will not store or provide any Content or User Content, practice any software or business methods, or use a domain name that infringes any party's Intellectual Property. "Intellectual Property" means any and all property rights under copyright, moral right, trademark, patent, trade secret, or right of publicity law, or any other rights in works of authorship, inventions, designations of source, persona, or economically valuable information.
3. Horning Corporation exercises no control over the Content, User Content, or other information passing through Horning Corporation.
4. Horning Corporation does not monitor and is not obligated to monitor the Content and User Content and has not been informed by Customer of the Content, User Content, or nature of the Content on Customer's Website.
5. Customer will not use Horning Corporation hardware or service to misrepresent Customer's identity.

6. Customer will not attempt to undermine the security or integrity of, or gain unauthorized access to, Horning Corporation hardware, operating systems or any other computing systems or networks.
7. Customer will not attempt to use IP Address not directly assigned by Horning Corporation staff. Attempting to use unauthorized IP Addresses may result in IP Conflict. Any server found using IPs, which was not officially assigned, will be suspended from network access until such time as the IP address conflict can be corrected.
8. Customer will use Horning Corporation's hardware and services in accord with Horning Corporation's Acceptable Use Policy. The Acceptable Use Policy and any modifications thereof will be posted at Horning Corporation's website at: <http://ultimatewebsites.ca>. Customer's continued use of Horning Corporation's hardware and services constitutes Customer's acceptance of the Acceptable Use Policy and any modifications thereof.
9. If Horning Corporation becomes aware of a violation of the Terms of Service, Horning Corporation will investigate and may, in its sole discretion, terminate hosting.
10. These Terms of Service may be modified at any time. Any modifications will be delivered to Customer in written form or posted at Horning Corporation's web site. Customer's continued use of Horning Corporation's hardware and services after modification of these Terms of Service constitutes Customer's acceptance of the modifications.