**AGREEMENT WITH PROVIDER OF NETWORK SERVICES**

The effective date of this Agreement with Provider of Network Services (the “Agreement”) is [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Provider"), a company organised and existing under the laws of the [PROVINCE/STATE] of [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [USER NAME]** (the "User"), a company organised and existing under the laws of the [PROVINCE/STATE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

This agreement represents the complete agreement and understanding between [YOUR COMPANY NAME] (the “Provider”) and the account holder (the “User”) and supersedes any other written or oral agreement. Upon notice published on-line via Provider services, Provider may modify these terms and conditions, amplify them, and/or modify the prices, as well as discontinue or change services offered.

If you do not agree to these terms and conditions, please notify our billing department at [SPECIFY] so we can initiate a closure of your account. USE OF YOUR ACCOUNT shall constitute your approval.

1. Subject to the provisions hereof, the account will be opened upon reception of payment, together with this contract, and repeated in each successive billable period thereafter at the then applicable prevailing rates and charges, unless written notice of cancellation is received from User at least [NUMBER] days prior to the beginning of the next billable period.
2. Charges for “billable period rate” services are payable prior to the beginning of each period. Failure to pay in no way relieves the user’s obligations to make full payment. User hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by Provider in the collection of any amount due it.
3. Provider may, with [NUMBER] days’ written notice, amend the rates and or charges for any future server usage and/or services.
4. User agrees to use all Provider services and facilities User’s own risk. Provider specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall Provider be liable for any loss, or data, or other damages the client or the client’s Users may suffer. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence, subscriber’s errors or omissions, or due to the fault of third parties. User agrees to protect, defend, hold harmless and expeditiously indemnify Provider and its agents and service providers against any and all liability, claim, damage, loss or expense arising from claims of libel, unfair competition, unfair trademarks, trade names or patents, violations of rights and privacy and infringement of copyrights and property resulting from User’s use of Provider services.
5. User is solely responsible for securing User’s username and password. User is solely responsible for changing User’s password as required to assure secure access to User’s account.
6. Provider accounts cannot be transferred or used by anyone other than the subscriber. Users may not sell, lease, rent or assign the connection or parts of the connection to any party not named in this policy. User may allow FTP access to its server and host websites for its Users without violating this policy. Network bandwidth charges in excess of allocated amount will be assessed from access log reports generated by the HTTPD server.
7. Provider reserves the right to cancel any account, at any time, without notice, for any reason Provider considers appropriate. In case of cancellation, unused fees may be returned to the subscriber on a pro-rata basis. Subscriber must notify Provider in writing to cancel service. Fees for set-up and the first quarter’s service are not refundable.
8. User shall ensure that its use of Provider’s network services shall not disrupt Provider, its agents, service providers and/or its associated networks or equipment forming part of the systems. Users shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof. No message may be mass distributed, “broadcast,” or otherwise sent on an intrusive basis to any Provider user or to any directly or indirectly attached network. Use of Provider’s connection in a manner that is disruptive, damaging, unlawful, offensive, or intrusive as determined by Provider shall be considered a breach of this policy and may result in cancellation of service. Use of the e-mail system to send unsolicited e-mail or Usenet postings is specifically not allowed from any Provider account. At Provider’s discretion, access to Provider’s Internet Account or agent for Provider’s Internet Account may be revoked at any time for abusive conduct on the system and/or the Internet and its resources as a whole. Provider and its officer’s are deemed as authority to define abusive conduct to the system, and definitions may periodically change or be amended to previous ones.
9. User is solely responsible for usage of Provider’s Services and any statement User makes on Provider’s system may be deemed a “publication” of the information entered. Acknowledging the foregoing, User specifically agrees not to use Provider’s service in any manner that is illegal, libellous, or against any Provider policy. Services provided to the User by Provider may only be used for lawful purposes. Transmission or publication of any information, data or material in violation of any provincial/state regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, patent, statutory, common law, other statute, or proprietary interest of others or contain anything libellous, or any threatening material or obscene material. Provider reserves the right remove any and all materials which infringe these restrictions. Such materials will be removed at any time upon receiving a complaint and or notice of copyright infringement.
10. The minimum contract length is [NUMBER] months following initial subscription or contract period. Payments shall be made quarterly, or annually as indicated in the purchase agreement information. Provider also reserves the right to cancel any services/account without notice for reasons it sees as fit and just. Accounts cannot be cancelled by the User during the contract’s duration.
11. The billable service period begins on the date the services indicated in this agreement become available to User.
12. Use of other organisations’ networks or computing resources is subject to their respective permission and usage policies.
13. Use of these services will involve listing User’s participation *in re*levant directories, and User expressly grants permission for such listings.
14. Provider requires that its agreements be made with a person who is qualified to contract. As such, subscriber must be over the age of eighteen years. Otherwise, a parent or guardian must accept this agreement and enclose the proper payment. Provider cannot accept payments from persons who are not at least [AGE] years of age, nor can we accept agreements from persons who are not at least [AGE] years of age.

We apologise for the overly wordy and legalistic phrasing, but modern business practises dictate that we take these measures. Thank you for your understanding. If you have any questions regarding these policies, please contact us.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written

# PROVIDER USER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title