



**Information Gateway Services
(Kitchener-Waterloo Inc.)**

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Co-Hosting Service Application

Customer Information

Name:		Server Content:	
Address:			
City:	Postal Code:	Billing Information (If Different from Customer)	
Phone :	Fax :	Invoice To:	
Technical Contact Person :		Attention:	
[] Visa [] MasterCard [] Cheque [] Cash [] Interact		Address:	
Name on Card:		City:	Postal Code:
Card :	Expiry:	Phone :	Fax :

Service Selection

ONE TIME START-UP COST \$50, INITIAL MONTHLY CONTRACT MINIMUM 6 MONTHS		(G.S.T not included - Registration 891743155)	
		Monthly	
up to 1Gig per month		[] \$249 / month	
up to 2Gig per month		[] \$319 / month	
up to 4Gig per month		[] \$429 / month	
up to 8Gig per month		[] \$599 / month	
up to ____ Gig per month		[] \$ / month	
Extra IP's or Domains (\$15/month each)		QTY _____	[] \$ / month
For IGS use only	Account Created []	Customer Called []	Billing Complete []
			Added to Database []

Customer Authorization

<p>The Customer certifies that all statements made in this application, including any attachments, are true and complete. The customer certifies the signing party is at least 18 years of age. The additional terms and conditions on the back of this form are part of this agreement. The Customer acknowledges having read the entire agreement with IGS and accepts the terms and conditions hereof. Termination of this contract by the customer requires 30 days prior written notice to IGS (e-mail or fax is acceptable).</p>	<p>Until such notice is given, the customer remains responsible for all charges. Usage of the account certifies that the customer accepts all terms and conditions. Dial-Up accounts allow a single simultaneous connection only. This application becomes a contract upon the establishment of service. All paid fees are non-refundable. If payment is to be made by credit card, the signature acknowledges signature for the credit card billing as per above.</p>
<p>NOTE: If payment of the account becomes 90 or more days delinquent, ownership of ALL equipment is unconditionally forfeited to IGS in lieu of payment, at which time IGS may do whatever it deems appropriate with the equipment. All contracts with respect to co-hosting are then considered closed.</p>	
Signature _____	Date _____

TERMS AND CONDITIONS OF SERVICE

SUBSCRIPTION: Upon acceptance of this agreement by IGS, this agreement shall constitute a subscription by the customer for the service.

The Customer warrants and agrees that they are and will be the end user of the service.

RATES AND CHARGES: The customer agrees to pay IGS for the use of the service at the time and in the amount specified.

All purchased usage and fees are NON REFUNDABLE.

Unused connection time (dial-up accounts) during any monthly period cannot be transferred to any other months.

Invoices are sent via email only. Any other form of invoicing carries a fee of \$10.00 per invoice and must be requested by the customer in advance.

Payments by Visa or MasterCard are done on a monthly basis following the initial set up, unless otherwise directed in writing by the customer. Service is billed in advance for the billing period to come. Credit card payments are processed during the final 10 days of the month.

All plans and payments are based on calendar months.

CHANGES IN RATES AND OTHER TERMS: In the case of any plan, IGS may, without prior notice, change or modify any rates, charges or other fees in connection with the service including the rates for connection time and monthly service charges.

LIMITATION OF LIABILITY: IGS, its affiliates, and their respective directors, officers and employees shall not be liable to any customer, user or any other person for any damages or loss whatsoever (including without limitation, direct, indirect, special incidental or consequential damages or damage to or loss of property, loss of earnings, loss of profits, loss of business opportunities, loss of financial support, loss of family, personal injury, mental suffering or loss of life) howsoever arising or resulting out of the provision or the use of or in connection with the service or telecommunication transmission service or out of the use or installation of equipment or software provided, rented, sold or installed by IGS including, without limitation from: defects, malfunctions or complete breakdowns in transmission equipment or facilities; mistakes, omissions, interruptions, delays, errors, defects, or complete breakdown in transmission; incorrect installation or operation of transmission equipment or facilities; or from negligent, torturous or derelictual conduct of IGS, any of its affiliates, or its or their respective employees which may give rise to a civil cause of action.

IGS, its affiliates, and their respective directors, officers and employees shall not be liable to any customer for any damage to or loss of equipment brought in to an IGS office. Further IGS will not be responsible for any software or hardware or the failure or damages that may result from work done at an IGS location by an IGS representative.

When using the Internet, it is up to you to take reasonable precautions to scan for computer viruses, worms, Trojan horses, and other items of a destructive nature. It is also up to you to ensure that you have a complete and current backup of the information contained on your computer system prior to using this web site.

RENEWAL AND TERMINATION:

1. This agreement shall automatically renew for successive monthly or yearly terms on the expiry of the initial and each successive term, unless the customer or IGS gives the other notice in writing of termination.
2. The customer must send a copy in writing (mail, fax, or e-mail) 30 days in advance of cancellation. No cancellations will be accepted over the phone.
3. The customer agrees to pay all charges to IGS at the date of termination in accordance with this agreement.

EARLY TERMINATION OF A PLAN:

1. A 3-month contract cannot be broken. No money will be refunded.
2. A 6-month contract cannot be broken. No money will be refunded.
3. A Yearly contract cannot be broken. No money will be refunded.

CHANGES IN PLANS BY CUSTOMER: The customer can, subject to IGS approval, change to another IGS price plan beginning the next calendar month.

Signed: X _____

Date: X _____