

Web Hosting Service Terms and Conditions

The Service is offered subject to your compliance with the following terms and conditions:

1. SaskTel reserves the right to manage its system and network resources utilized by each web site, and to make whatever changes necessary to ensure optimum performance for all of our customers.
2. SaskTel reserves the right to immediately cancel any hosting account at any time and without notice if it poses an immediate threat to our network, servers, or us, including our reputation, integrity, and security.
3. SaskTel reserves the right to monitor the content of your SaskTel web site and to require that you remove content which SaskTel, in its sole discretion, determines to be illegal, harmful or offensive.
4. SaskTel reserves the right to modify or otherwise amend these terms and conditions without prior notice or warning. Your continued use of the Service after any such modification or amendment is made is deemed to be your acceptance of such modifications or amendments. If you do not agree with any such modifications or amendments then you may cancel your subscription to the Service. Accordingly you are encouraged to visit SaskTel's web site from time to time to be aware of any changes in such terms and conditions.
5. You are prohibited from posting or transmitting any data, message, image, information or program ("a file") which is indecent, pornographic or obscene. You are prohibited from posting or transmitting a file which is defamatory, libelous or which discloses private or personal matters concerning any individual.
6. You are prohibited from posting or transmitting a file which contains viruses, 'Trojan Horses', worms or any other destructive or contaminating features.
7. You are prohibited from using the Service for the purpose of conducting or for the purpose of soliciting any activity considered to be illegal. SaskTel reserves the right to report such illegal activities to any and all-regulatory, administrative and/or governmental authorities for appropriate action.
8. SaskTel reserves the right to make changes to the Service that may necessitate a change to your web site address (url) or files and/or scripts. Such changes to the Service include, without limitation, changes to SaskTel's servers supporting the Service, the software and/or versions that are operated on those servers, or a change to the domain associated with the Service. In no event will SaskTel be liable to you for any loss or expense incurred by you if your web site address (url), files or scripts are required to change because of a change by SaskTel to the Service, including without limitation, any expense incurred by you for services required to update or upgrade the url, files and scripts, new stationary or advertising materials.
9. You are prohibited from interfering with other users of the Service. You are prohibited from accessing illegally or without authorization computers, accounts or networks belonging to SaskTel or to any other party, or attempting to penetrate security measures of SaskTel's or any other party's systems (often known as "hacking" or "cracking"). Any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity) is also prohibited.
10. You are prohibited from posting or transmitting a file that would infringe upon the rights of others including without limitation, trademarks or service marks, confidential proprietary information, and copyrighted materials.
11. You are prohibited from using SaskTel's network as a means to transmit or post, defamatory, harassing, abusing, or threatening material, data, information or content of any kind.
12. You are prohibited from sending unsolicited emails (spam), from any of our servers, using an email address or domain that is maintained on our server as a reference, and from forging or misrepresenting message headers, whether in whole, or in part, to mask the originator of the message. SaskTel will be the sole arbiter as to what constitutes a violation of this provision.
13. All software provided with the Service or as a component of the Service is provided on an "as is" basis without any warranty or condition of any kind, including without limitation, any warranty or representation that such software will perform to any particular standard or be free from bugs, errors or remain unaffected by computer viruses or other similar features affecting performance of such software. All such warranties and conditions, express or implied are expressly disclaimed, including any warranty or condition of merchantability or fitness for a particular purpose.

14. You are prohibited from offering this Service, with or without charge, to any other entity (regardless of whether or not value is added to the Service).
15. SaskTel makes no representation or warranty that the Service will be uninterrupted or error free. You agree that your usage of the Service will not exceed the total megabyte storage limit or total bandwidth limit associated with your Service package. If you exceed either of these limits you will be upgraded to the next highest package level to accommodate your usage. Going forward, your charges for the upgrade in package level will be adjusted accordingly.
16. You are prohibited from installing your own Internet Relay Chat functionality (e-chat rooms) in conjunction with or as part of the Service provided by SaskTel to you in conjunction with your account.
17. SaskTel performs maintenance in a weekly scheduled maintenance window. During this time any or all of the Service may be unavailable. SaskTel has the right to conduct an emergency maintenance window at any time, during which time the Service may be unavailable.
18. You have no real property interest in any equipment space provided to you by SaskTel, and any such provision of equipment space grants you only a license to occupy the equipment space. Payment by you for the equipment space does not create or vest in you (or in any other party) any leasehold estate, easement, ownership interest, lien, or other proprietary right or interest of any nature in any part of SaskTel's premises or facilities including the equipment space.
19. SaskTel allows you the ability to run command scripts (CGIs) which allow you to administer and maintain your own web site/space. You are not permitted to use the CGI scripts to cause degradation to SaskTel's equipment, facilities or network. SaskTel reserves the right to have you remove any scripts which SaskTel, in its sole discretion, determines to be harmful to its equipment, facilities or network. All CGI scripts must contain a header which includes a complete explanation as to what the script does. All undocumented CGI scripts will be removed by SaskTel. You are responsible for any and all damages that your CGI scripts cause. SaskTel may remove any scripts immediately upon identification of any problems caused by them.
20. SaskTel and you will comply with all laws applicable to the exercise of their rights and performance of their obligations under this Agreement. This Agreement will be subject to and interpreted in accordance with the federal law of Canada and the laws of the province of Saskatchewan, without regard to that province's choice of law rules. Venue and jurisdiction will be in such province.
21. SaskTel does not represent, warrant, guarantee or offer any warranty, condition or promise that the Service is secure or will not be breached or compromised, including without limitation, breach or compromise by a third party. Any and all such representations, warranties or conditions are specifically disclaimed. SaskTel will not be liable to the Customer or user of the Service or any third party for any claim, loss or damage of any kind whatsoever, whether direct or indirect, arising or resulting from, or directly or indirectly related to the Service not providing a secure environment for users of the Service or the Service environment being breached or compromised, whether or not any such loss, claim or damage was reasonably foreseeable or not.
22. SaskTel does not warrant, represent or guarantee in any way that the Customer or any users of the Service or any third party will not be exposed to or affected by computer viruses, trojan horses, worms or any other destructive devices such as malicious code designed to attack computers or applications. Any and all such representations, warranties or conditions are specifically disclaimed. SaskTel will not be liable to the Customer or any user of the Service or any third party for any claim, loss or damage of any kind whatsoever, whether direct or indirect, arising or resulting from, or directly or indirectly related to the Customer, any user of the Service or any third party being in any way exposed to, or affected by, a computer virus, trojan horse, worm or other malicious code, while using or having used the Service or the Customer's application being hosted by the Service, whether any such loss, claim or damage was reasonably foreseeable or not.
23. Without in any way limiting paragraphs 21 and 22 above, SaskTel will not be liable for any claims or damages, direct or indirect, incidental, special or consequential which include but are not limited to, damages for loss of profits, business interruption or loss of information arising from the use or inability to use the Service, whether such claims or damages are based in contract or in tort,

- including negligence or based upon any other theory or liability or cause of action, whether any such claims or damages were reasonably foreseeable by SaskTel or not.
24. No party will be regarded as being in breach of any obligation under this Agreement where its failure to perform is a result of circumstances beyond its reasonable control, including, without limiting the generality of the foregoing, acts of God, shortages of material or labour, delays in transportation, delays in or lack of telecommunication facilities, riot, war, civil insurrection, or acts of the enemies of the lawful government. The party so prevented from performing covenants will use reasonable efforts to perform its obligations under this Agreement as soon as the effect of the force majeure has ceased.
 25. This Agreement shall not be assignable by you without the written consent of SaskTel. The terms or conditions of this Agreement may be changed by the written mutual consent of both parties. In the event that a court deems a clause of this agreement to be in violation of any applicable law, then that clause will be removed and the remainder of this agreement remains intact