

LIAS Hosting: Terms of Service



The gist:

We (the [folks at LIAS](#)) offer a basic web hosting service for our members. The subscription fee for this service is \$20/year, to cover our administrative costs. The service provides basic hosting for a single website (including blogs and other CMS platforms, like Wordpress, Drupal, or Django), with up to 2 Gb of disk storage on our server. The service optionally includes a lasqueti.ca sub-domain (or you can supply your own domain name). This is a hosting service only – you must still arrange for the design, installation, and maintenance of your site and any software platform needed to serve it. This service is designed to give you as much control and ownership over what goes on your site as possible and encourage you to express yourself freely. However, be responsible in what you publish. In particular, make sure that none of the prohibited items listed below appear on your site or get linked to from your site (things like spam, viruses, pornography, or hate content).

We will host sites for LIAS members for any purpose, business or personal, but the site must be connected to Lasqueti and/or its community in some meaningful way. If you find a LIAS hosted site that you believe violates our terms of service, please [let us know](#).

(These Terms of Service available under a **Creative Commons Sharealike** license, and are originally attributed to the [Wordpress.com](#) Terms of Service – please refer to them for more details on re-using or re-purposing them.)

Terms of Service:

The following terms and conditions govern all use of the LIAS hosting service (the “Service”). The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies - including, without limitation, additional policies and procedures that may be published from time to time and made public by LIAS (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Service. By using the Service, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not use the Service. If these terms and conditions are considered an offer by LIAS, acceptance is expressly limited to these terms. The Service is available only to individuals who are at least 13 years old.

- 1. Your Server Account and Website.** If you create a website (your “Website”) on the Service, you are responsible for maintaining the security of your account on the LIAS server and your Website. You are fully responsible for all activities that occur on your Website and any other actions taken in connection with your Website. You must not describe or assign keywords to your site in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and LIAS may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause LIAS liability. You must immediately notify LIAS of any unauthorized uses of or access to your site, your server account or any other breaches of security. LIAS will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.
- 2. Service Limitations.** The Service is intended to aid LIAS members in getting started on the web. Sites must be small (less than 2Gb) and low traffic. As your Website grows, LIAS will periodically review the disk space and bandwidth (traffic) requirements of your Website, and may terminate service if your website exceeds these limits. In such cases, LIAS will provide at least 60 days notice of service termination, and will provide such technical assistance as is required to aid you in moving your Website to a more appropriate service provider.
- 3. Responsibility of Contributors.** If you post media, text or other materials on your site, operate a blog, allow commenting or discussion forums, post links, or otherwise make (or allow any third party to make) material available by means of your Website (any such material, the “Content”), you are entirely responsible for the Content of, and any harm

resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- your Website is not being advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- your Website is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your Website's URL or name is not the name of a person other than yourself or company other than your own; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by LIAS or otherwise.

If you delete Content, you acknowledge that caching or references to the Content may remain on the web indefinitely, and that LIAS has no control over this.

Without limiting any of those representations or warranties, LIAS has the right (though not the obligation) to, in LIAS's sole discretion (i) refuse or remove any content that, in LIAS's reasonable opinion, violates any LIAS policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of your Website to any individual or entity for any reason, in LIAS's sole discretion. LIAS will have no obligation to provide a refund of any amounts previously paid.

4. **Payment and Renewal.**

- **General Terms.**

The Service is available, on an annual subscription, to LIAS members in good standing. The Service is reviewed each year to ensure it meets the terms of this Agreement, including the Service Limitations, and that You are a LIAS member in good standing.

A subscription fee of \$20 annually is payable at the start of each subscription period. Failure to pay this fee will result in the Service being terminated.
- **Automatic Renewal.**

Unless you notify LIAS before the end of the applicable subscription period that you want to cancel the Service, your Service subscription will automatically renew and you authorize LIAS to collect the then-applicable annual subscription fee using any credit card or other payment mechanism we have on record for you. Service can be canceled at any time by [contacting LIAS](#).
- **Support.** The Service does not include any support for your Website. You are responsible for all design, installation, and maintenance of your Website. LIAS does

provide system support and will liason with our service provider to ensure the Service is well maintained and reliable.

5. **Responsibility of Website Visitors.** LIAS has not reviewed, and cannot review, all of the material, including computer software, posted to your Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Service for your Website, LIAS does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Your Website might contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Your Website might also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. LIAS disclaims any responsibility for any harm resulting from the use by visitors of your Website, or from any downloading by those visitors of content there posted.
6. **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which your Website links, and that link to your Website. LIAS does not have any control over those websites and webpages, and is not responsible for their contents or their use. By linking to any website or webpage, LIAS does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. LIAS disclaims any responsibility for any harm resulting from your use of other websites and webpages, or of any software installed on our server.
7. **Copyright Infringement.** As LIAS asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by LIAS violates your copyright, you are encouraged to notify LIAS. LIAS will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. LIAS will terminate the Agreement and disable your Website if, under appropriate circumstances, your Website is determined to be a repeat infringer of the copyrights or other intellectual property rights of others. In the case of such termination, LIAS will have no obligation to provide a refund of any amounts previously paid to LIAS.
8. **Intellectual Property.** This Agreement does not transfer from LIAS to you any LIAS or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with LIAS. LIAS, the LIAS logo, and all other trademarks, service marks, graphics and logos used in connection with LIAS are trademarks or registered trademarks of LIAS. Other trademarks, service marks, graphics and logos used in connection with your Website may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any LIAS or third-party trademarks.
9. **Changes.** LIAS reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Service following the posting of any changes to this Agreement constitutes acceptance of those changes. LIAS may also, in the future, offer new services and/or features (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
10. **Termination.** LIAS may terminate your access to all or any part of the Service at any time with or without notice, if you materially breach this Agreement. If you wish to terminate this Agreement, you should notify LIAS. Notwithstanding the foregoing, LIAS can terminate the Service immediately as part of a general termination of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
11. **Disclaimer of Warranties.** The Service is provided "as is". LIAS and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither LIAS nor its suppliers and licensors, makes any warranty that the Service will be error free or that access thereto will be continuous or uninterrupted. You

understand that you download from, or otherwise obtain content or services through, the Service at your own discretion and risk.

12. **Limitation of Liability.** In no event will LIAS, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to LIAS under this agreement during the twelve (12) month period prior to the cause of action. LIAS shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
13. **General Representation and Warranty.** You represent and warrant that (i) your use of the Service will be in strict accordance with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the Canada or the country in which you reside) and (ii) your use of your Website will not infringe or misappropriate the intellectual property rights of any third party.
14. **Indemnification.** You agree to indemnify and hold harmless LIAS, its contractors, its suppliers, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Service, including but not limited to your violation of this Agreement.
15. **Miscellaneous.** This Agreement constitutes the entire agreement between LIAS and You concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of LIAS, or by the posting by LIAS of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Service will be governed by the laws of the province of BC, Canada, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the provincial or federal courts. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; LIAS may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.