



Terms of Service & Acceptable Use (Datacity, 2024)

This policy was created to define our terms of service including the acceptable use of our services, the rights and responsibilities of our subscribers as well as the terms of our service. This will help protect our subscribers and ensure that we can continue to provide highly-available services

1. All the services we provide are “as is” and “as available” without any warranties or conditions of any kind. While we strive for perfection and typically maintain 99.99% or better network availability, we do not guarantee that our services will be uninterrupted or available at all times. We are also not liable for any harm, damages, expenses, loss of profits or opportunities that are caused through the use or reliance on our services, regardless of cause.
2. The internet is a public network and as a result we do not guarantee that any communication or use of our services is secure or protected from interception by unauthorized individuals. Also be aware that some content, products or services available on the internet may be offensive or may not comply with local laws. We do not attempt to censor, control or monitor any such content or activity and you must assume total responsibility and risk for using the internet.
3. We are not responsible for the content or storage of your data. While we do have backup systems and may be able to recover information for you, in no event will we be liable for the loss of any data. We also have the right to delete any of your data after your account has been cancelled or as required by law.
4. Your account is to be used solely by the household or business who is registered to the account.
5. Any account names or network addresses that we assign to you are borrowed and remain our property at all times.

6. You will abide by all applicable laws and agree to indemnify and hold us harmless from all liabilities and expenses related to any violation of this agreement. In no case will we be held responsible for the actions or omissions of any subscriber or other individual that accesses our services.
7. You may not attempt to do any of the following:
 - distribute copyrighted material for which you are not authorized;
 - distribute unsolicited bulk email (spam);
 - transmit data that is unlawful, harassing, abusive or defamatory;
 - knowingly transmit a virus, trojan or other harmful software program;
 - hack, attack or otherwise cause damage to any computer networks;
 - use our services in any way that would negatively affect our goodwill;
 - fraudulently use the internet in any way;
 - abuse or violate the privacy of others;
 - abuse, harass, or threaten our employees or agents;
 - provide us false, misleading or outdated information.
8. Your assistance may be required during the trouble-shooting process, as we are not able to dispatch a service technician without first determining the cause of the issue.
9. We take customer privacy seriously and do not track sites you visit nor the content of your email messages unless required by law. We do however monitor our network to help in the detection of failures or attacks, trouble-shoot problems and determine areas that may need improvement or future expansion. Should any of your personal information be inadvertently gathered during this routine monitoring it will be considered confidential and will not be provided to any third-party company.
10. Services are billed in advance and due on receipt for residential accounts, or due on 30-day terms for business accounts. We accept pre-authorized debit and all major credit cards for recurring payments. Accounts that are more than a month past due may be cancelled and subject to reasonable collection fees. Returned cheques and declined pre-authorized debit transactions are subject to a \$25 processing fee.

11. Unless cancelled, your account will be automatically renewed for the same length and type of service as the previous term. You may cancel your account at the end of its term by contacting us prior to its renewal. We reserve the right to immediately suspend, restrict or cancel services if you breach any terms of this policy or if your account is past due.
12. We reserve the right to modify the terms and conditions of this agreement or any service provided. Your continued use of our services following any notice is your acceptance of such modifications.
13. This document contains the entire agreement, superseding any other agreements or understandings, between you (the subscriber) and us (datacity.ca). Our failure to enforce any provision of this agreement is not a waiver of any right. Should a court decide that any provision in this agreement is unenforceable, that decision does not affect the remaining provisions of the agreement. This agreement shall be interpreted and governed under the laws of Ontario, Canada.
14. Your use of our services constitutes your acceptance of this agreement.